

SENATE MOTION

MR. PRESIDENT:

I move that Engrossed House Bill 1899 be amended to read as follows:

- 1 Page 1, between the enacting clause and line 1, begin a new
- 2 paragraph and insert:
- 3 "SECTION 1. IC 22-3-3-4 IS AMENDED TO READ AS
- 4 FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 4. (a) After an injury
- 5 and prior to an adjudication of permanent impairment, the employer
- 6 shall furnish or cause to be furnished, free of charge to the employee,
- 7 an attending physician for the treatment of his injuries, and in addition
- 8 thereto such surgical, hospital and nursing services and supplies as the
- 9 attending physician or the worker's compensation board may deem
- 10 necessary. If the employee is requested or required by the employer to
- 11 submit to treatment outside the county of employment, the employer
- 12 shall also pay the reasonable expense of travel, food, and lodging
- 13 necessary during the travel, but not to exceed the amount paid at the
- 14 time of the travel by the state to its employees under the state travel
- 15 policies and procedures established by the department of
- 16 administration and approved by the state budget agency.
- 17 (b) During the period of temporary total disability resulting from
- 18 the injury, the employer shall furnish the physician services, and
- 19 supplies, and the worker's compensation board may, on proper
- 20 application of either party, require that treatment by the physician and
- 21 services and supplies be furnished by or on behalf of the employer as
- 22 the worker's compensation board may deem reasonably necessary.
- 23 (c) **No representative of the employer or insurance carrier,**
- 24 **including case managers or rehabilitation nurses, may be present**
- 25 **at any treatment of an injured employee without the express**
- 26 **written consent of the employee and the treating medical**
- 27 **personnel. At the time of any medical treatment that a**
- 28 **representative of the employer wishes to attend, the representative**
- 29 **of the employer shall inform the injured employee and treating**
- 30 **medical personnel that their written consent is required before the**
- 31 **attendance of the employer's representative. The employee's**
- 32 **compensation and benefits may not be jeopardized in any way due**

1 **to the employer's failure or refusal to complete a written waiver**
2 **allowing the attendance of the employer's representative. The**
3 **employer's representative may not in any way cause the employee**
4 **to believe that the employee's compensation and benefits will be**
5 **terminated if the employee fails or refuses to complete a written**
6 **waiver allowing the attendance of the employer's representative.**
7 **The written waivers shall be executed on forms prescribed by the**
8 **board.**

9 ~~(c)~~ (d) After an employee's injury has been adjudicated by
10 agreement or award on the basis of permanent partial impairment and
11 within the statutory period for review in such case as provided in
12 section 27 of this chapter, the employer may continue to furnish a
13 physician or surgeon and other medical services and supplies, and the
14 worker's compensation board may within the statutory period for
15 review as provided in section 27 of this chapter, on a proper application
16 of either party, require that treatment by that physician and other
17 medical services and supplies be furnished by and on behalf of the
18 employer as the worker's compensation board may deem necessary to
19 limit or reduce the amount and extent of the employee's impairment.
20 The refusal of the employee to accept such services and supplies, when
21 provided by or on behalf of the employer, shall bar the employee from
22 all compensation otherwise payable during the period of the refusal,
23 and his right to prosecute any proceeding under IC 22-3-2 through
24 IC 22-3-6 shall be suspended and abated until the employee's refusal
25 ceases. The employee must be served with a notice setting forth the
26 consequences of the refusal under this section. The notice must be in
27 a form prescribed by the worker's compensation board. No
28 compensation for permanent total impairment, permanent partial
29 impairment, permanent disfigurement, or death shall be paid or payable
30 for that part or portion of the impairment, disfigurement, or death
31 which is the result of the failure of the employee to accept the
32 treatment, services, and supplies required under this section. However,
33 an employer may at any time permit an employee to have treatment for
34 his injuries by spiritual means or prayer in lieu of the physician or
35 surgeon and other medical services and supplies required under this
36 section.

37 ~~(d)~~ (e) If, because of an emergency, or because of the employer's
38 failure to provide an attending physician or surgical, hospital, or
39 nursing services and supplies, or treatment by spiritual means or
40 prayer, as required by this section, or because of any other good reason,
41 a physician other than that provided by the employer treats the injured
42 employee during the period of the employee's temporary total
43 disability, or necessary and proper surgical, hospital, or nursing
44 services and supplies are procured within the period, the reasonable
45 cost of those services and supplies shall, subject to the approval of the
46 worker's compensation board, be paid by the employer.

47 ~~(e)~~ (f) Regardless of when it occurs, where a compensable injury
48 results in the amputation of a body part, the enucleation of an eye, or
49 the loss of natural teeth, the employer shall furnish an appropriate
50 artificial member, braces, and prosthodontics. The cost of repairs to or
51 replacements for the artificial members, braces, or prosthodontics that

1 result from a compensable injury pursuant to a prior award and are
 2 required due to either medical necessity or normal wear and tear,
 3 determined according to the employee's individual use, but not abuse,
 4 of the artificial member, braces, or prosthodontics, shall be paid from
 5 the second injury fund upon order or award of the worker's
 6 compensation board. The employee is not required to meet any other
 7 requirement for admission to the second injury fund.

8 ~~(f)~~ (g) If an accident arising out of and in the course of
 9 employment after June 30, 1997, results in the loss of or damage to an
 10 artificial member, a brace, an implant, eyeglasses, prosthodontics, or
 11 other medically prescribed device, the employer shall repair the
 12 artificial member, brace, implant, eyeglasses, prosthodontics, or other
 13 medically prescribed device or furnish an identical or a reasonably
 14 equivalent replacement.

15 ~~(g)~~ (h) This section may not be construed to prohibit an agreement
 16 between an employer and the employer's employees that has the
 17 approval of the board and that binds the parties to:

18 (1) medical care furnished by health care providers selected by
 19 agreement before or after injury; or

20 (2) the findings of a health care provider who was chosen by
 21 agreement.

22 SECTION 2. IC 22-3-3-6 IS AMENDED TO READ AS
 23 FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 6. (a) After an injury
 24 and during the period of claimed resulting disability or impairment, the
 25 employee, if ~~so~~ requested by the employee's employer or ordered by the
 26 industrial board, shall submit to an examination at reasonable times
 27 and places by a duly qualified physician or surgeon designated and paid
 28 by the employer or by order of the worker's compensation board. The
 29 employee shall have the right to have present at any such examination
 30 any duly qualified physician or surgeon provided and paid for by the
 31 employee. No fact communicated to, or otherwise learned by, any
 32 physician or surgeon who may have attended or examined the
 33 employee, or who may have been present at any examination, shall be
 34 privileged, either in the hearings provided for in IC 22-3-2 through
 35 IC 22-3-6, or in any action at law brought to recover damages against
 36 any employer who is subject to the compensation provisions of
 37 IC 22-3-2 through IC 22-3-6. If the employee refuses to submit to or in
 38 any way obstructs such examinations, the employee's right to
 39 compensation and his right to take or prosecute any proceedings under
 40 IC 22-3-2 through IC 22-3-6 shall be suspended until such refusal or
 41 obstruction ceases. No compensation shall at any time be payable for
 42 the period of suspension unless in the opinion of the worker's
 43 compensation board the circumstances justified the refusal or
 44 obstruction. The employee must be served with a notice setting forth
 45 the consequences of the refusal under this subsection. The notice must
 46 be in a form prescribed by the board.

47 (b) Any employer requesting an examination of any employee
 48 residing within Indiana shall pay, in advance of the time fixed for the
 49 examination, sufficient money to defray the necessary expenses of

travel by the most convenient means to and from the place of examination, and the cost of meals and lodging necessary during the travel. If the method of travel is by automobile, the mileage rate to be paid by the employer shall be the rate currently being paid by the state to its employees under the state travel policies and procedures established by the department of administration and approved by the budget agency. If such examination or travel to or from the place of examination causes any loss of working time on the part of the employee, the employer shall reimburse the employee for such loss of wages upon the basis of the employee's average daily wage. When any employee injured in Indiana moves outside Indiana, the travel expense and the cost of meals and lodging necessary during the travel payable under this section shall be paid from the point in Indiana nearest to the employee's then residence to the place of examination. No travel and other expense shall be paid for any travel and other expense required outside Indiana.

(c) A duly qualified physician or surgeon provided and paid for by the employee may be present at an examination if the employee so desires. In all cases where the examination is made by a physician or surgeon engaged by the employer and the injured employee has no physician or surgeon present at such examination, it shall be the duty of the physician or surgeon making the examination to deliver to the injured employee, or the employee's representative, a statement in writing of the conditions evidenced by such examination. The statement shall disclose all facts that are reported by such physician or surgeon to the employer. Such statement shall be furnished to the employee or the employee's representative, as soon as practicable, but not later than thirty (30) days before the time the case is set for hearing. The statement may be submitted by either party as evidence by that physician or surgeon at a hearing before the worker's compensation board if the statement meets the requirements of subsection ~~(e)~~ (f). If such physician or surgeon fails or refuses to furnish the employee or the employee's representative with such statement thirty (30) days before the hearing, then the statement may not be submitted as evidence, and such physician or surgeon shall not be permitted to testify before the worker's compensation board as to any facts learned in such examination. All of the requirements of this subsection apply to all subsequent examinations requested by the employer.

(d) No representative of the employer or insurance carrier, including case managers or rehabilitation nurses, may be present at any examination of an injured employee without the express written consent of the employee and the treating medical personnel. At the time of any medical examination that a representative of the employer wishes to attend, the representative of the employer shall inform the injured employee and treating medical personnel that their written consent is required before the attendance of the employer's representative. The employee's compensation and benefits may not be jeopardized in any way due to the employer's failure or refusal to complete a written waiver allowing the attendance of the employer's representative. The

employer's representative may not in any way cause the employee to believe that the employee's compensation and benefits will be terminated if the employee fails or refuses to complete a written waiver allowing the attendance of the employer's representative. The written waivers shall be executed on forms prescribed by the board.

~~(d)~~ (e) In all cases where an examination of an employee is made by a physician or surgeon engaged by the employee, and the employer has no physician or surgeon present at such examination, it shall be the duty of the physician or surgeon making the examination to deliver to the employer or the employer's representative a statement in writing of the conditions evidenced by such examination. The statement shall disclose all facts that are reported by such physician or surgeon to the employee. Such statement shall be furnished to the employer or the employer's representative as soon as practicable, but not later than thirty (30) days before the time the case is set for hearing. The statement may be submitted by either party as evidence by that physician or surgeon at a hearing before the worker's compensation board if the statement meets the requirements of subsection ~~(e)~~ (f). If such physician or surgeon fails or refuses to furnish the employer, or the employer's representative, with such statement thirty (30) days before the hearing, then the statement may not be submitted as evidence, and such physician or surgeon shall not be permitted to testify before the industrial board as to any facts learned in such examination. All of the requirements of this subsection apply to all subsequent examinations made by a physician or surgeon engaged by the employee.

~~(e)~~ (f) All statements of physicians or surgeons required by this section, whether those engaged by employee or employer, shall contain the following information:

- (1) The history of the injury, or claimed injury, as given by the patient.
- (2) The diagnosis of the physician or surgeon concerning the patient's physical or mental condition.
- (3) The opinion of the physician or surgeon concerning the causal relationship, if any, between the injury and the patient's physical or mental condition, including the physician's or surgeon's reasons for the opinion.
- (4) The opinion of the physician or surgeon concerning whether the injury or claimed injury resulted in a disability or impairment and, if so, the opinion of the physician or surgeon concerning the extent of the disability or impairment and the reasons for the opinion.
- (5) The original signature of the physician or surgeon.

Notwithstanding any hearsay objection, the worker's compensation board shall admit into evidence a statement that meets the requirements of this subsection unless the statement is ruled inadmissible on other grounds.

~~(f)~~ (g) Delivery of any statement required by this section may be

made to the attorney or agent of the employer or employee and such action shall be construed as delivery to the employer or employee.

~~(g)~~ **(h)** Any party may object to a statement on the basis that the statement does not meet the requirements of subsection ~~(e)~~ **(f)**. The objecting party must give written notice to the party providing the statement and specify the basis for the objection. Notice of the objection must be given no later than twenty (20) days before the hearing. Failure to object as provided in this subsection precludes any further objection as to the adequacy of the statement under subsection ~~(e)~~ **(f)**.

~~(h)~~ **(i)** The employer upon proper application, or the worker's compensation board, shall have the right in any case of death to require an autopsy at the expense of the party requesting the same. If, after a hearing, the worker's compensation board orders an autopsy and such autopsy is refused by the surviving spouse or next of kin, then any claim for compensation on account of such death shall be suspended and abated during such refusal. The surviving spouse or dependent must be served with a notice setting forth the consequences of the refusal under this subsection. The notice must be in a form prescribed by the worker's compensation board. No autopsy, except one performed by or on the authority or order of the coroner in the discharge of the coroner's duties, shall be held in any case by any person, without notice first being given to the surviving spouse or next of kin, if they reside in Indiana or their whereabouts can reasonably be ascertained, of the time and place thereof, and reasonable time and opportunity given such surviving spouse or next of kin to have a representative or representatives present to witness same. However, if such notice is not given, all evidence obtained by such autopsy shall be suppressed on motion duly made to the worker's compensation board.

SECTION 3. IC 22-3-3-10 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 10. (a) With respect to injuries in the following schedule occurring prior to April 1, 1951, the employee shall receive in addition to temporary total disability benefits not exceeding twenty-six (26) weeks on account of the injuries, a weekly compensation of fifty-five percent (55%) of the employee's average weekly wages. With respect to injuries in the following schedule occurring on and after April 1, 1951, and prior to July 1, 1971, the employee shall receive in addition to temporary total disability benefits not exceeding twenty-six (26) weeks on account of the injuries, a weekly compensation of sixty percent (60%) of the employee's average weekly wages. With respect to injuries in the following schedule occurring on and after July 1, 1971, and before July 1, 1977, the employee shall receive in addition to temporary total disability benefits not exceeding twenty-six (26) weeks on account of the injuries, a weekly compensation of sixty percent (60%) of the employee's average weekly wages not to exceed one hundred dollars (\$100) average weekly wages, for the periods stated for the injuries. With respect to injuries in the following schedule occurring on and after July 1, 1977, and before July 1, 1979, the employee shall receive,

in addition to temporary total disability benefits not exceeding twenty-six (26) weeks on account of the injury, a weekly compensation of sixty percent (60%) of his average weekly wages, not to exceed one hundred twenty-five dollars (\$125) average weekly wages, for the period stated for the injury. With respect to injuries in the following schedule occurring on and after July 1, 1979, and before July 1, 1988, the employee shall receive, in addition to temporary total disability benefits not to exceed fifty-two (52) weeks on account of the injury, a weekly compensation of sixty percent (60%) of the employee's average weekly wages, not to exceed one hundred twenty-five dollars (\$125) average weekly wages, for the period stated for the injury. With respect to injuries in the following schedule occurring on and after July 1, 1988, and before July 1, 1989, the employee shall receive, in addition to temporary total disability benefits not exceeding seventy-eight (78) weeks on account of the injury, a weekly compensation of sixty percent (60%) of the employee's average weekly wages, not to exceed one hundred sixty-six dollars (\$166) average weekly wages, for the period stated for the injury.

With respect to injuries in the following schedule occurring on and after July 1, 1989, and before July 1, 1990, the employee shall receive, in addition to temporary total disability benefits not exceeding seventy-eight (78) weeks on account of the injury, a weekly compensation of sixty percent (60%) of the employee's average weekly wages, not to exceed one hundred eighty-three dollars (\$183) average weekly wages, for the period stated for the injury.

With respect to injuries in the following schedule occurring on and after July 1, 1990, and before July 1, 1991, the employee shall receive, in addition to temporary total disability benefits not exceeding seventy-eight (78) weeks on account of the injury, a weekly compensation of sixty percent (60%) of the employee's average weekly wages, not to exceed two hundred dollars (\$200) average weekly wages, for the period stated for the injury.

(1) Amputation: For the loss by separation of the thumb, sixty (60) weeks, of the index finger forty (40) weeks, of the second finger thirty-five (35) weeks, of the third or ring finger thirty (30) weeks, of the fourth or little finger twenty (20) weeks, of the hand by separation below the elbow joint two hundred (200) weeks, or the arm above the elbow two hundred fifty (250) weeks, of the big toe sixty (60) weeks, of the second toe thirty (30) weeks, of the third toe twenty (20) weeks, of the fourth toe fifteen (15) weeks, of the fifth or little toe ten (10) weeks, and for loss occurring before April 1, 1959, by separation of the foot below the knee joint one hundred fifty (150) weeks and of the leg above the knee joint two hundred (200) weeks; for loss occurring on and after April 1, 1959, by separation of the foot below the knee joint, one hundred seventy-five (175) weeks and of the leg above the knee joint two hundred twenty-five (225) weeks. The loss of more than one (1) phalange of a thumb or toes shall be considered as the loss of the entire thumb or toe. The loss of more than two (2) phalanges of a finger shall be

considered as the loss of the entire finger. The loss of not more than one (1) phalange of a thumb or toe shall be considered as the loss of one-half (1/2) of the thumb or toe and compensation shall be paid for one-half (1/2) of the period for the loss of the entire thumb or toe. The loss of not more than one (1) phalange of a finger shall be considered as the loss of one-third (1/3) of the finger and compensation shall be paid for one-third (1/3) the period for the loss of the entire finger. The loss of more than one (1) phalange of the finger but not more than two (2) phalanges of the finger, shall be considered as the loss of one-half (1/2) of the finger and compensation shall be paid for one-half (1/2) of the period for the loss of the entire finger.

(2) For the loss by separation of both hands or both feet or the total sight of both eyes, or any two (2) such losses in the same accident, five hundred (500) weeks.

(3) For the permanent and complete loss of vision by enucleation or its reduction to one-tenth (1/10) of normal vision with glasses, one hundred seventy-five (175) weeks.

(4) For the permanent and complete loss of hearing in one (1) ear, seventy-five (75) weeks, and in both ears, two hundred (200) weeks.

(5) For the loss of one (1) testicle, fifty (50) weeks; for the loss of both testicles, one hundred fifty (150) weeks.

(b) With respect to injuries in the following schedule occurring prior to April 1, 1951, the employee shall receive in lieu of all other compensation on account of the injuries, a weekly compensation of fifty-five percent (55%) of the employee's average weekly wages. With respect to injuries in the following schedule occurring on and after April 1, 1951, and prior to April 1, 1955, the employee shall receive in lieu of all other compensation on account of the injuries a weekly compensation of sixty percent (60%) of the employee's average weekly wages. With respect to injuries in the following schedule occurring on and after April 1, 1955, and prior to July 1, 1971, the employee shall receive in addition to temporary total disability benefits not exceeding twenty-six (26) weeks on account of the injuries, a weekly compensation of sixty percent (60%) of the employee's average weekly wages. With respect to injuries in the following schedule occurring on and after July 1, 1971, and before July 1, 1977, the employee shall receive in addition to temporary total disability benefits not exceeding twenty-six (26) weeks on account of the injuries, a weekly compensation of sixty percent (60%) of the employee's average weekly wages, not to exceed one hundred dollars (\$100) average weekly wages, for the period stated for such injuries respectively. With respect to injuries in the following schedule occurring on and after July 1, 1977, and before July 1, 1979, the employee shall receive, in addition to temporary total disability benefits not exceeding twenty-six (26) weeks on account of the injury, a weekly compensation of sixty percent (60%) of the employee's average weekly wages not to exceed one hundred twenty-five dollars (\$125) average weekly wages, for the period stated for the injury. With respect to injuries in the following

1 schedule occurring on and after July 1, 1979, and before July 1, 1988,
 2 the employee shall receive, in addition to temporary total disability
 3 benefits not exceeding fifty-two (52) weeks on account of the injury, a
 4 weekly compensation of sixty percent (60%) of the employee's average
 5 weekly wages not to exceed one hundred twenty-five dollars (\$125)
 6 average weekly wages for the period stated for the injury. With respect
 7 to injuries in the following schedule occurring on and after July 1,
 8 1988, and before July 1, 1989, the employee shall receive, in addition
 9 to temporary total disability benefits not exceeding seventy-eight (78)
 10 weeks on account of the injury, a weekly compensation of sixty percent
 11 (60%) of the employee's average weekly wages, not to exceed one
 12 hundred sixty-six dollars (\$166) average weekly wages, for the period
 13 stated for the injury.

14 With respect to injuries in the following schedule occurring on and
 15 after July 1, 1989, and before July 1, 1990, the employee shall receive,
 16 in addition to temporary total disability benefits not exceeding
 17 seventy-eight (78) weeks on account of the injury, a weekly
 18 compensation of sixty percent (60%) of the employee's average weekly
 19 wages, not to exceed one hundred eighty-three dollars (\$183) average
 20 weekly wages, for the period stated for the injury.

21 With respect to injuries in the following schedule occurring on and
 22 after July 1, 1990, and before July 1, 1991, the employee shall receive,
 23 in addition to temporary total disability benefits not exceeding
 24 seventy-eight (78) weeks on account of the injury, a weekly
 25 compensation of sixty percent (60%) of the employee's average weekly
 26 wages, not to exceed two hundred dollars (\$200) average weekly
 27 wages, for the period stated for the injury.

28 (1) Loss of use: The total permanent loss of the use of an arm,
 29 hand, thumb, finger, leg, foot, toe, or phalange shall be
 30 considered as the equivalent of the loss by separation of the arm,
 31 hand, thumb, finger, leg, foot, toe, or phalange, and
 32 compensation shall be paid for the same period as for the loss
 33 thereof by separation.

34 (2) Partial loss of use: For the permanent partial loss of the use
 35 of an arm, hand, thumb, finger, leg, foot, toe, or phalange,
 36 compensation shall be paid for the proportionate loss of the use
 37 of such arm, hand, thumb, finger, leg, foot, toe, or phalange.

38 (3) For injuries resulting in total permanent disability, five
 39 hundred (500) weeks.

40 (4) For any permanent reduction of the sight of an eye less than
 41 a total loss as specified in subsection (a)(3), compensation shall
 42 be paid for a period proportionate to the degree of such
 43 permanent reduction without correction or glasses. However,
 44 when such permanent reduction without correction or glasses
 45 would result in one hundred percent (100%) loss of vision, but
 46 correction or glasses would result in restoration of vision, then
 47 in such event compensation shall be paid for fifty percent (50%)
 48 of such total loss of vision without glasses, plus an additional
 49 amount equal to the proportionate amount of such reduction with
 50 glasses, not to exceed an additional fifty percent (50%).

(5) For any permanent reduction of the hearing of one (1) or both ears, less than the total loss as specified in subsection (a)(4), compensation shall be paid for a period proportional to the degree of such permanent reduction.

(6) In all other cases of permanent partial impairment, compensation proportionate to the degree of such permanent partial impairment, in the discretion of the worker's compensation board, not exceeding five hundred (500) weeks.

(7) In all cases of permanent disfigurement which may impair the future usefulness or opportunities of the employee, compensation, in the discretion of the worker's compensation board, not exceeding two hundred (200) weeks, except that no compensation shall be payable under this subdivision where compensation is payable elsewhere in this section.

(c) With respect to injuries in the following schedule occurring on and after July 1, 1991, the employee shall receive in addition to temporary total disability benefits, not exceeding one hundred twenty-five (125) weeks on account of the injury, compensation in an amount determined under the following schedule to be paid weekly at a rate of sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the employee's average weekly wages during the fifty-two (52) weeks immediately preceding the week in which the injury occurred.

(1) Amputation: For the loss by separation of the thumb, twelve (12) degrees of permanent impairment; of the index finger, eight (8) degrees of permanent impairment; of the second finger, seven (7) degrees of permanent impairment; of the third or ring finger, six (6) degrees of permanent impairment; of the fourth or little finger, four (4) degrees of permanent impairment; of the hand by separation below the elbow joint, forty (40) degrees of permanent impairment; of the arm above the elbow, fifty (50) degrees of permanent impairment; of the big toe, twelve (12) degrees of permanent impairment; of the second toe, six (6) degrees of permanent impairment; of the third toe, four (4) degrees of permanent impairment; of the fourth toe, three (3) degrees of permanent impairment; of the fifth or little toe, two (2) degrees of permanent impairment; by separation of the foot below the knee joint, thirty-five (35) degrees of permanent impairment; and of the leg above the knee joint, forty-five (45) degrees of permanent impairment.

(2) Amputations occurring on or after July 1, 1997: For the loss by separation of any of the body parts described in subdivision (1) on or after July 1, 1997, the dollar values per degree applying on the date of the injury as described in subsection (d) shall be multiplied by two (2). However, the doubling provision of this subdivision does not apply to a loss of use that is not a loss by separation.

(3) The loss of more than one (1) phalange of a thumb or toe shall be considered as the loss of the entire thumb or toe. The loss of more than two (2) phalanges of a finger shall be considered as the loss of the entire finger. The loss of not more

than one (1) phalange of a thumb or toe shall be considered as the loss of one-half (1/2) of the degrees of permanent impairment for the loss of the entire thumb or toe. The loss of not more than one (1) phalange of a finger shall be considered as the loss of one-third (1/3) of the finger and compensation shall be paid for one-third (1/3) of the degrees payable for the loss of the entire finger. The loss of more than one (1) phalange of the finger but not more than two (2) phalanges of the finger shall be considered as the loss of one-half (1/2) of the finger and compensation shall be paid for one-half (1/2) of the degrees payable for the loss of the entire finger.

(4) For the loss by separation of both hands or both feet or the total sight of both eyes or any two (2) such losses in the same accident, one hundred (100) degrees of permanent impairment.

(5) For the permanent and complete loss of vision by enucleation or its reduction to one-tenth (1/10) of normal vision with glasses, thirty-five (35) degrees of permanent impairment.

(6) For the permanent and complete loss of hearing in one (1) ear, fifteen (15) degrees of permanent impairment, and in both ears, forty (40) degrees of permanent impairment.

(7) For the loss of one (1) testicle, ten (10) degrees of permanent impairment; for the loss of both testicles, thirty (30) degrees of permanent impairment.

(8) Loss of use: The total permanent loss of the use of an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be considered as the equivalent of the loss by separation of the arm, hand, thumb, finger, leg, foot, toe, or phalange, and compensation shall be paid in the same amount as for the loss by separation. However, the doubling provision of subdivision (2) does not apply to a loss of use that is not a loss by separation.

(9) Partial loss of use: For the permanent partial loss of the use of an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a phalange, compensation shall be paid for the proportionate loss of the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.

(10) For injuries resulting in total permanent disability, the amount payable for impairment or five hundred (500) weeks of compensation, whichever is greater.

(11) For any permanent reduction of the sight of an eye less than a total loss as specified in subsection (a)(3), the compensation shall be paid in an amount proportionate to the degree of a permanent reduction without correction or glasses. However, when a permanent reduction without correction or glasses would result in one hundred percent (100%) loss of vision, then compensation shall be paid for fifty percent (50%) of the total loss of vision without glasses, plus an additional amount equal to the proportionate amount of the reduction with glasses, not to exceed an additional fifty percent (50%).

(12) For any permanent reduction of the hearing of one (1) or both ears, less than the total loss as specified in subsection

(a)(4), compensation shall be paid in an amount proportionate to the degree of a permanent reduction.

(13) In all other cases of permanent partial impairment, compensation proportionate to the degree of a permanent partial impairment, in the discretion of the worker's compensation board, not exceeding one hundred (100) degrees of permanent impairment.

(14) In all cases of permanent disfigurement which may impair the future usefulness or opportunities of the employee, compensation, in the discretion of the worker's compensation board, not exceeding forty (40) degrees of permanent impairment except that no compensation shall be payable under this subdivision where compensation is payable elsewhere in this section.

(d) Compensation for permanent partial impairment shall be paid according to the degree of permanent impairment for the injury determined under subsection (c) and the following:

(1) With respect to injuries occurring on and after July 1, 1991, and before July 1, 1992, for each degree of permanent impairment from one (1) to thirty-five (35), five hundred dollars (\$500) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), nine hundred dollars (\$900) per degree; for each degree of permanent impairment above fifty (50), one thousand five hundred dollars (\$1,500) per degree.

(2) With respect to injuries occurring on and after July 1, 1992, and before July 1, 1993, for each degree of permanent impairment from one (1) to twenty (20), five hundred dollars (\$500) per degree; for each degree of permanent impairment from twenty-one (21) to thirty-five (35), eight hundred dollars (\$800) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), one thousand three hundred dollars (\$1,300) per degree; for each degree of permanent impairment above fifty (50), one thousand seven hundred dollars (\$1,700) per degree.

(3) With respect to injuries occurring on and after July 1, 1993, and before July 1, 1997, for each degree of permanent impairment from one (1) to ten (10), five hundred dollars (\$500) per degree; for each degree of permanent impairment from eleven (11) to twenty (20), seven hundred dollars (\$700) per degree; for each degree of permanent impairment from twenty-one (21) to thirty-five (35), one thousand dollars (\$1,000) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), one thousand four hundred dollars (\$1,400) per degree; for each degree of permanent impairment above fifty (50), one thousand seven hundred dollars (\$1,700) per degree.

(4) With respect to injuries occurring on and after July 1, 1997, and before July 1, 1998, for each degree of permanent impairment from one (1) to ten (10), seven hundred fifty dollars (\$750) per degree; for each degree of permanent impairment

from eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), one thousand four hundred dollars (\$1,400) per degree; for each degree of permanent impairment above fifty (50), one thousand seven hundred dollars (\$1,700) per degree.

(5) With respect to injuries occurring on and after July 1, 1998, and before July 1, 1999, for each degree of permanent impairment from one (1) to ten (10), seven hundred fifty dollars (\$750) per degree; for each degree of permanent impairment from eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), one thousand four hundred dollars (\$1,400) per degree; for each degree of permanent impairment above fifty (50), one thousand seven hundred dollars (\$1,700) per degree.

(6) With respect to injuries occurring on and after July 1, 1999, **and before July 1, 2000**, for each degree of permanent impairment from one (1) to ten (10), nine hundred dollars (\$900) per degree; for each degree of permanent impairment from eleven (11) to thirty-five (35), one thousand one hundred dollars (\$1,100) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), one thousand six hundred dollars (\$1,600) per degree; for each degree of permanent impairment above fifty (50), two thousand dollars (\$2,000) per degree.

(7) With respect to injuries occurring on and after July 1, 2000, and before July 1, 2001, for each degree of permanent impairment from one (1) to ten (10), nine hundred fifty dollars (\$950) per degree; for each degree of permanent impairment from eleven (11) to thirty-five (35), one thousand four hundred fifty dollars (\$1,450) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), one thousand eight hundred dollars (\$1,800) per degree; for each degree of permanent impairment above fifty (50), two thousand six hundred dollars (\$2,600) per degree.

(8) With respect to injuries occurring on and after July 1, 2001, and before July 1, 2002, for each degree of permanent impairment from one (1) to ten (10), one thousand dollars (\$1,000) per degree; for each degree of permanent impairment from eleven (11) to thirty-five (35), one thousand eight hundred fifty dollars (\$1,850) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), two thousand seven hundred dollars (\$2,700) per degree; for each degree of permanent impairment above fifty (50), three thousand four hundred dollars (\$3,400) per degree.

(9) With respect to injuries occurring on and after July 1, 2002, for each degree of permanent impairment from one (1) to ten (10), one thousand fifty dollars (\$1,050) per degree; for

each degree of permanent impairment from eleven (11) to thirty-five (35), two thousand four hundred dollars (\$2,400) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), three thousand five hundred dollars (\$3,500) per degree; for each degree of permanent impairment above fifty (50), four thousand four hundred dollars (\$4,400) per degree.

(e) The average weekly wages used in the determination of compensation for permanent partial impairment under subsections (c) and (d) shall not exceed the following:

(1) With respect to injuries occurring on or after July 1, 1991, and before July 1, 1992, four hundred ninety-two dollars (\$492).

(2) With respect to injuries occurring on or after July 1, 1992, and before July 1, 1993, five hundred forty dollars (\$540).

(3) With respect to injuries occurring on or after July 1, 1993, and before July 1, 1994, five hundred ninety-one dollars (\$591).

(4) With respect to injuries occurring on or after July 1, 1994, and before July 1, 1997, six hundred forty-two dollars (\$642).

(5) With respect to injuries occurring on or after July 1, 1997, and before July 1, 1998, six hundred seventy-two dollars (\$672).

(6) With respect to injuries occurring on or after July 1, 1998, and before July 1, 1999, seven hundred two dollars (\$702).

(7) With respect to injuries occurring on or after July 1, 1999, and before July 1, 2000, seven hundred thirty-two dollars (\$732).

(8) With respect to injuries occurring on or after July 1, 2000, and before July 1, 2001, seven hundred sixty-two dollars (\$762).

(9) With respect to injuries occurring on or after July 1, 2001, and before July 1, 2002, eight hundred seven dollars (\$807).

(10) With respect to injuries occurring on or after July 1, 2002, eight hundred forty dollars (\$840).

SECTION 4. IC 22-3-3-13 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 13. (a) If an employee who from any cause, had lost, or lost the use of, one (1) hand, one (1) arm, one (1) foot, one (1) leg, or one (1) eye, and in a subsequent industrial accident becomes permanently and totally impaired by reason of the loss, or loss of use of, another such member or eye, the employer shall be liable only for the compensation payable for such second injury. However, in addition to such compensation and after the completion of the payment therefor, the employee shall be paid the remainder of the compensation that would be due for such total permanent impairment out of a special fund known as the second injury fund, and created in the manner described in subsection (b).

(b) Whenever in the discretion of the chairman of the workers compensation board it is necessary to perform an assessment in order to ensure that fund beneficiaries, including applicants under IC 22-3-3-4(e), continue to receive compensation in a timely manner for a reasonable prospective period, the board shall send notice to all insurance carriers insuring employers who are or may

1 **be liable under this article to pay compensation for personal**
 2 **injuries to or death of their employees under this article and to all**
 3 **employers carrying the employer's own risk stating that an**
 4 **assessment is necessary.** Every insurance carrier insuring employers
 5 who are or may be liable under this article to pay compensation for
 6 personal injuries to or death of their employees under this article and
 7 every employer carrying the employer's own risk, ~~shall, on or before~~
 8 ~~April 10 of each year, within thirty (30) days of the board's mailing~~
 9 **of notice that an assessment is necessary,** pay to the worker's
 10 compensation board for the benefit of said fund, a sum ~~equal to one~~
 11 **percent (1%) not to exceed three percent (3%)** of the total amount of
 12 all worker's compensation paid to injured employees or their
 13 beneficiaries under IC 22-3-2 through IC 22-3-6 for the calendar year
 14 next preceding the due date of such payment. **Compensation to be**
 15 **considered for purposes of calculating the assessment shall include**
 16 **payments for temporary total disability, temporary partial**
 17 **disability, permanent total disability, and permanent partial**
 18 **impairment, but shall exclude payments for medical payments.** If
 19 the amount to the credit of the second injury fund as of April 1 of any
 20 year exceeds five hundred thousand dollars (\$500,000), the payments
 21 of one percent (1%) shall not be assessed or collected during the
 22 ensuing year. But when on April 1 of any year the amount to the credit
 23 of the fund is less than five hundred thousand dollars (\$500,000), the
 24 payments of one percent (1%) of the total amount of all worker's
 25 compensation paid to injured employees or their beneficiaries under
 26 IC 22-3-2 through IC 22-3-6 for the calendar year next preceding that
 27 date shall be resumed and paid into such fund.

28 (c) The sums shall be paid by the worker's compensation board to
 29 the treasurer of state, to be deposited in a special account known as the
 30 second injury fund. The funds are not a part of the general fund of the
 31 state. Any balance remaining in the account at the end of any fiscal
 32 year shall not revert to the general fund. The funds shall be used only
 33 for the payment of awards of compensation and expense of medical
 34 examinations or treatment made and ordered by the board and
 35 chargeable against the fund pursuant to this section, and shall be paid
 36 for that purpose by the treasurer of state upon award or order of the
 37 board.

38 (d) If an employee who is entitled to compensation under
 39 IC 22-3-2 through IC 22-3-6 either:

- 40 (1) exhausts the maximum benefits under section 22 of this
- 41 chapter without having received the full amount of award
- 42 granted to the employee under section 10 of this chapter; or
- 43 (2) exhausts the employee's benefits under section 10 of this
- 44 chapter;

45 then such employee may apply to the worker's compensation board,
 46 who may award the employee compensation from the second injury
 47 fund established by this section, as follows under subsection (e).

48 (e) An employee who has exhausted the employee's maximum
 49 benefits under section 10 of this chapter may be awarded additional
 50 compensation equal to sixty-six and two-thirds percent (66 2/3%) of the

employee's average weekly wage at the time of the employee's injury, not to exceed the maximum then applicable under section 22 of this chapter, for a period of not to exceed ~~one hundred fifty (150) weeks~~ **one hundred fifty-six (156) weeks** upon competent evidence sufficient to establish:

(1) that the employee is totally and permanently disabled from causes and conditions of which there are or have been objective conditions and symptoms proven that are not within the physical or mental control of the employee; and

(2) that the employee is unable to support the employee in any gainful employment, not associated with rehabilitative or vocational therapy.

(f) The additional award may be renewed during the employee's total and permanent disability after appropriate hearings by the worker's compensation board for successive periods not to exceed ~~one hundred fifty (150) weeks~~ **one hundred fifty-six (156) weeks** each. The provisions of this section apply only to injuries occurring subsequent to April 1, 1950, for which awards have been or are in the future made by the worker's compensation board under section 10 of this chapter. Section 16 of this chapter does not apply to compensation awarded from the second injury fund under this section.

SECTION 5. IC 22-3-3-22 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 22. (a) In computing the compensation under this law with respect to injuries occurring on and after April 1, 1963, and prior to April 1, 1965, the average weekly wages shall be considered to be not more than seventy dollars (\$70) nor less than thirty dollars (\$30). In computing the compensation under this law with respect to injuries occurring on and after April 1, 1965, and prior to April 1, 1967, the average weekly wages shall be considered to be not more than seventy-five dollars (\$75) and not less than thirty dollars (\$30). In computing the compensation under this law with respect to injuries occurring on and after April 1, 1967, and prior to April 1, 1969, the average weekly wages shall be considered to be not more than eighty-five dollars (\$85) and not less than thirty-five dollars (\$35). In computing the compensation under this law with respect to injuries occurring on and after April 1, 1969, and prior to July 1, 1971, the average weekly wages shall be considered to be not more than ninety-five dollars (\$95) and not less than thirty-five dollars (\$35). In computing the compensation under this law with respect to injuries occurring on and after July 1, 1971, and prior to July 1, 1974, the average weekly wages shall be considered to be: (A) Not more than: (1) one hundred dollars (\$100) if no dependents; (2) one hundred five dollars (\$105) if one (1) dependent; (3) one hundred ten dollars (\$110) if two (2) dependents; (4) one hundred fifteen dollars (\$115) if three (3) dependents; (5) one hundred twenty dollars (\$120) if four (4) dependents; and (6) one hundred twenty-five dollars (\$125) if five (5) or more dependents; and (B) Not less than thirty-five dollars (\$35). In computing compensation for temporary total disability, temporary partial disability, and total permanent disability under this law with

1 respect to injuries occurring on and after July 1, 1974, and before July
 2 1, 1976, the average weekly wages shall be considered to be (A) not
 3 more than one hundred thirty-five dollars (\$135), and (B) not less than
 4 seventy-five dollars (\$75). However, the weekly compensation payable
 5 shall in no case exceed the average weekly wages of the employee at
 6 the time of the injury. In computing compensation for temporary total
 7 disability, temporary partial disability and total permanent disability
 8 under this law with respect to injuries occurring on and after July 1,
 9 1976, and before July 1, 1977, the average weekly wages shall be
 10 considered to be (1) not more than one hundred fifty-six dollars (\$156)
 11 and (2) not less than seventy-five dollars (\$75). However, the weekly
 12 compensation payable shall not exceed the average weekly wages of
 13 the employee at the time of the injury. In computing compensation for
 14 temporary total disability, temporary partial disability, and total
 15 permanent disability, with respect to injuries occurring on and after
 16 July 1, 1977, and before July 1, 1979, the average weekly wages are
 17 considered to be (1) not more than one hundred eighty dollars (\$180);
 18 and (2) not less than seventy-five dollars (\$75). However, the weekly
 19 compensation payable may not exceed the average weekly wages of the
 20 employee at the time of the injury. In computing compensation for
 21 temporary total disability, temporary partial disability, and total
 22 permanent disability, with respect to injuries occurring on and after
 23 July 1, 1979, and before July 1, 1980, the average weekly wages are
 24 considered to be (1) not more than one hundred ninety-five dollars
 25 (\$195), and (2) not less than seventy-five dollars (\$75). However, the
 26 weekly compensation payable shall not exceed the average weekly
 27 wages of the employee at the time of the injury. In computing
 28 compensation for temporary total disability, temporary partial
 29 disability, and total permanent disability, with respect to injuries
 30 occurring on and after July 1, 1980, and before July 1, 1983, the
 31 average weekly wages are considered to be (1) not more than two
 32 hundred ten dollars (\$210), and (2) not less than seventy-five dollars
 33 (\$75). However, the weekly compensation payable shall not exceed the
 34 average weekly wages of the employee at the time of the injury. In
 35 computing compensation for temporary total disability, temporary
 36 partial disability, and total permanent disability, with respect to injuries
 37 occurring on and after July 1, 1983, and before July 1, 1984, the
 38 average weekly wages are considered to be (1) not more than two
 39 hundred thirty-four dollars (\$234) and (2) not less than seventy-five
 40 dollars (\$75). However, the weekly compensation payable shall not
 41 exceed the average weekly wages of the employee at the time of the
 42 injury. In computing compensation for temporary total disability,
 43 temporary partial disability, and total permanent disability, with respect
 44 to injuries occurring on and after July 1, 1984, and before July 1, 1985,
 45 the average weekly wages are considered to be (1) not more than two
 46 hundred forty-nine dollars (\$249) and (2) not less than seventy-five
 47 dollars (\$75). However, the weekly compensation payable shall not
 48 exceed the average weekly wages of the employee at the time of the
 49 injury. In computing compensation for temporary total disability,
 50 temporary partial disability, and total permanent disability, with respect

1 to injuries occurring on and after July 1, 1985, and before July 1, 1986,
2 the average weekly wages are considered to be (1) not more than two
3 hundred sixty-seven dollars (\$267) and (2) not less than seventy-five
4 dollars (\$75). However, the weekly compensation payable shall not
5 exceed the average weekly wages of the employee at the time of the
6 injury. In computing compensation for temporary total disability,
7 temporary partial disability, and total permanent disability, with respect
8 to injuries occurring on and after July 1, 1986, and before July 1, 1988,
9 the average weekly wages are considered to be (1) not more than two
10 hundred eighty-five dollars (\$285) and (2) not less than seventy-five
11 dollars (\$75). However, the weekly compensation payable shall not
12 exceed the average weekly wages of the employee at the time of the
13 injury. In computing compensation for temporary total disability,
14 temporary partial disability, and total permanent disability, with respect
15 to injuries occurring on and after July 1, 1988, and before July 1, 1989,
16 the average weekly wages are considered to be (1) not more than three
17 hundred eighty-four dollars (\$384) and (2) not less than seventy-five
18 dollars (\$75). However, the weekly compensation payable shall not
19 exceed the average weekly wages of the employee at the time of the
20 injury.

21 In computing compensation for temporary total disability,
22 temporary partial disability, and total permanent disability, with respect
23 to injuries occurring on and after July 1, 1989, and before July 1, 1990,
24 the average weekly wages are considered to be (1) not more than four
25 hundred eleven dollars (\$411) and (2) not less than seventy-five dollars
26 (\$75). However, the weekly compensation payable shall not exceed the
27 average weekly wages of the employee at the time of the injury.

28 In computing compensation for temporary total disability,
29 temporary partial disability, and total permanent disability, with respect
30 to injuries occurring on and after July 1, 1990, and before July 1, 1991,
31 the average weekly wages are considered to be (1) not more than four
32 hundred forty-one dollars (\$441) and (2) not less than seventy-five
33 dollars (\$75). However, the weekly compensation payable shall not
34 exceed the average weekly wages of the employee at the time of the
35 injury.

36 In computing compensation for temporary total disability,
37 temporary partial disability, and total permanent disability, with respect
38 to injuries occurring on and after July 1, 1991, and before July 1, 1992,
39 the average weekly wages are considered to be (1) not more than four
40 hundred ninety-two dollars (\$492) and (2) not less than seventy-five
41 dollars (\$75). However, the weekly compensation payable shall not
42 exceed the average weekly wages of the employee at the time of the
43 injury.

44 In computing compensation for temporary total disability,
45 temporary partial disability, and total permanent disability, with respect
46 to injuries occurring on and after July 1, 1992, and before July 1, 1993,
47 the average weekly wages are considered to be (1) not more than five
48 hundred forty dollars (\$540) and (2) not less than seventy-five dollars
49 (\$75). However, the weekly compensation payable shall not exceed the
50 average weekly wages of the employee at the time of the injury.

1 In computing compensation for temporary total disability,
 2 temporary partial disability, and total permanent disability, with respect
 3 to injuries occurring on and after July 1, 1993, and before July 1, 1994,
 4 the average weekly wages are considered to be (1) not more than five
 5 hundred ninety-one dollars (\$591) and (2) not less than seventy-five
 6 dollars (\$75). However, the weekly compensation payable shall not
 7 exceed the average weekly wages of the employee at the time of the
 8 injury.

9 In computing compensation for temporary total disability,
 10 temporary partial disability, and total permanent disability, with respect
 11 to injuries occurring on and after July 1, 1994, and before July 1, 1997,
 12 the average weekly wages are considered to be (1) not more than six
 13 hundred forty-two dollars (\$642) and (2) not less than seventy-five
 14 dollars (\$75). However, the weekly compensation payable shall not
 15 exceed the average weekly wages of the employee at the time of the
 16 injury.

17 (b) In computing compensation for temporary total disability,
 18 temporary partial disability, and total permanent disability, the average
 19 weekly wages are considered to be:

20 (1) with respect to injuries occurring on and after July 1, 1997,
 21 and before July 1, 1998:

22 (A) not more than six hundred seventy-two dollars (\$672);
 23 and

24 (B) not less than seventy-five dollars (\$75);

25 (2) with respect to injuries occurring on and after July 1, 1998,
 26 and before July 1, 1999:

27 (A) not more than seven hundred two dollars (\$702); and

28 (B) not less than seventy-five dollars (\$75);

29 (3) with respect to injuries occurring on and after July 1, 1999,
 30 and before July 1, 2000:

31 (A) not more than seven hundred thirty-two dollars (\$732);
 32 and

33 (B) not less than seventy-five dollars (\$75); ~~and~~

34 (4) with respect to injuries occurring on and after July 1, 2000,
 35 **and before July 1, 2001:**

36 (A) not more than seven hundred sixty-two dollars (\$762);
 37 and

38 (B) not less than seventy-five dollars (\$75);

39 **(5) with respect to injuries occurring on and after July 1,**
 40 **2001, and before July 1, 2002:**

41 (A) not more than eight hundred seven dollars (\$807);
 42 and

43 (B) not less than seventy-five dollars (\$75); and

44 **(6) with respect to injuries occurring on and after July 1,**
 45 **2002:**

46 (A) not more than eight hundred forty dollars (\$840);
 47 and

48 (B) not less than seventy-five dollars (\$75).

49 However, the weekly compensation payable shall not exceed the
 50 average weekly wages of the employee at the time of the injury.

1 (c) For the purpose of this section only and with respect to injuries
2 occurring on and after July 1, 1971, and prior to July 1, 1974, only, the
3 term "dependent" as used in this section shall mean persons defined as
4 presumptive dependents under section 19 of this chapter, except that
5 such dependency shall be determined as of the date of the injury to the
6 employee.

7 (d) With respect to any injury occurring on and after April 1, 1955,
8 and prior to April 1, 1957, the maximum compensation exclusive of
9 medical benefits, which shall be paid for an injury under any provisions
10 of this law or under any combination of its provisions shall not exceed
11 twelve thousand five hundred dollars (\$12,500) in any case. With
12 respect to any injury occurring on and after April 1, 1957 and prior to
13 April 1, 1963, the maximum compensation exclusive of medical
14 benefits, which shall be paid for an injury under any provision of this
15 law or under any combination of its provisions shall not exceed fifteen
16 thousand dollars (\$15,000) in any case. With respect to any injury
17 occurring on and after April 1, 1963, and prior to April 1, 1965, the
18 maximum compensation exclusive of medical benefits, which shall be
19 paid for an injury under any provision of this law or under any
20 combination of its provisions shall not exceed sixteen thousand five
21 hundred dollars (\$16,500) in any case. With respect to any injury
22 occurring on and after April 1, 1965, and prior to April 1, 1967, the
23 maximum compensation exclusive of medical benefits which shall be
24 paid for any injury under any provision of this law or any combination
25 of provisions shall not exceed twenty thousand dollars (\$20,000) in any
26 case. With respect to any injury occurring on and after April 1, 1967,
27 and prior to July 1, 1971, the maximum compensation exclusive of
28 medical benefits which shall be paid for an injury under any provision
29 of this law or any combination of provisions shall not exceed
30 twenty-five thousand dollars (\$25,000) in any case. With respect to any
31 injury occurring on and after July 1, 1971, and prior to July 1, 1974, the
32 maximum compensation exclusive of medical benefits which shall be
33 paid for any injury under any provision of this law or any combination
34 of provisions shall not exceed thirty thousand dollars (\$30,000) in any
35 case. With respect to any injury occurring on and after July 1, 1974,
36 and before July 1, 1976, the maximum compensation exclusive of
37 medical benefits which shall be paid for an injury under any provision
38 of this law or any combination of provisions shall not exceed forty-five
39 thousand dollars (\$45,000) in any case. With respect to an injury
40 occurring on and after July 1, 1976, and before July 1, 1977, the
41 maximum compensation, exclusive of medical benefits, which shall be
42 paid for any injury under any provision of this law or any combination
43 of provisions shall not exceed fifty-two thousand dollars (\$52,000) in
44 any case. With respect to any injury occurring on and after July 1,
45 1977, and before July 1, 1979, the maximum compensation, exclusive
46 of medical benefits, which may be paid for an injury under any
47 provision of this law or any combination of provisions may not exceed
48 sixty thousand dollars (\$60,000) in any case. With respect to any injury
49 occurring on and after July 1, 1979, and before July 1, 1980, the
50 maximum compensation, exclusive of medical benefits, which may be

1 paid for an injury under any provisions of this law or any combination
 2 of provisions may not exceed sixty-five thousand dollars (\$65,000) in
 3 any case. With respect to any injury occurring on and after July 1,
 4 1980, and before July 1, 1983, the maximum compensation, exclusive
 5 of medical benefits, which may be paid for an injury under any
 6 provisions of this law or any combination of provisions may not exceed
 7 seventy thousand dollars (\$70,000) in any case. With respect to any
 8 injury occurring on and after July 1, 1983, and before July 1, 1984, the
 9 maximum compensation, exclusive of medical benefits, which may be
 10 paid for an injury under any provisions of this law or any combination
 11 of provisions may not exceed seventy-eight thousand dollars (\$78,000)
 12 in any case. With respect to any injury occurring on and after July 1,
 13 1984, and before July 1, 1985, the maximum compensation, exclusive
 14 of medical benefits, which may be paid for an injury under any
 15 provisions of this law or any combination of provisions may not exceed
 16 eighty-three thousand dollars (\$83,000) in any case. With respect to
 17 any injury occurring on and after July 1, 1985, and before July 1, 1986,
 18 the maximum compensation, exclusive of medical benefits, which may
 19 be paid for an injury under any provisions of this law or any
 20 combination of provisions may not exceed eighty-nine thousand dollars
 21 (\$89,000) in any case. With respect to any injury occurring on and after
 22 July 1, 1986, and before July 1, 1988, the maximum compensation,
 23 exclusive of medical benefits, which may be paid for an injury under
 24 any provisions of this law or any combination of provisions may not
 25 exceed ninety-five thousand dollars (\$95,000) in any case. With respect
 26 to any injury occurring on and after July 1, 1988, and before July 1,
 27 1989, the maximum compensation, exclusive of medical benefits,
 28 which may be paid for an injury under any provisions of this law or any
 29 combination of provisions may not exceed one hundred twenty-eight
 30 thousand dollars (\$128,000) in any case.

31 With respect to any injury occurring on and after July 1, 1989, and
 32 before July 1, 1990, the maximum compensation, exclusive of medical
 33 benefits, which may be paid for an injury under any provisions of this
 34 law or any combination of provisions may not exceed one hundred
 35 thirty-seven thousand dollars (\$137,000) in any case.

36 With respect to any injury occurring on and after July 1, 1990, and
 37 before July 1, 1991, the maximum compensation, exclusive of medical
 38 benefits, which may be paid for an injury under any provisions of this
 39 law or any combination of provisions may not exceed one hundred
 40 forty-seven thousand dollars (\$147,000) in any case.

41 With respect to any injury occurring on and after July 1, 1991, and
 42 before July 1, 1992, the maximum compensation, exclusive of medical
 43 benefits, that may be paid for an injury under any provisions of this law
 44 or any combination of provisions may not exceed one hundred
 45 sixty-four thousand dollars (\$164,000) in any case.

46 With respect to any injury occurring on and after July 1, 1992, and
 47 before July 1, 1993, the maximum compensation, exclusive of medical
 48 benefits, that may be paid for an injury under any provisions of this law
 49 or any combination of provisions may not exceed one hundred eighty
 50 thousand dollars (\$180,000) in any case.

1 With respect to any injury occurring on and after July 1, 1993, and
 2 before July 1, 1994, the maximum compensation, exclusive of medical
 3 benefits, that may be paid for an injury under any provisions of this law
 4 or any combination of provisions may not exceed one hundred
 5 ninety-seven thousand dollars (\$197,000) in any case.

6 With respect to any injury occurring on and after July 1, 1994, and
 7 before July 1, 1997, the maximum compensation, exclusive of medical
 8 benefits, which may be paid for an injury under any provisions of this
 9 law or any combination of provisions may not exceed two hundred
 10 fourteen thousand dollars (\$214,000) in any case.

11 (e) The maximum compensation, exclusive of medical benefits,
 12 that may be paid for an injury under any provision of this law or any
 13 combination of provisions may not exceed the following amounts in
 14 any case:

15 (1) With respect to an injury occurring on and after July 1, 1997,
 16 and before July 1, 1998, two hundred twenty-four thousand
 17 dollars (\$224,000).

18 (2) With respect to an injury occurring on and after July 1, 1998,
 19 and before July 1, 1999, two hundred thirty-four thousand
 20 dollars (\$234,000).

21 (3) With respect to an injury occurring on and after July 1, 1999,
 22 and before July 1, 2000, two hundred forty-four thousand dollars
 23 (\$244,000).

24 (4) With respect to an injury occurring on and after July 1, 2000,
 25 **and before July 1, 2001**, two hundred fifty-four thousand
 26 dollars (\$254,000).

27 **(5) With respect to an injury occurring on and after July 1,**
 28 **2001, and before July 1, 2002, two hundred sixty-nine**
 29 **thousand dollars (\$269,000).**

30 **(6) With respect to an injury occurring on and after July 1,**
 31 **2002, two hundred eighty thousand dollars (\$280,000).**

32 SECTION 7. IC 22-3-7-16 IS AMENDED TO READ AS
 33 FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 16. (a) Compensation
 34 shall be allowed on account of disablement from occupational disease
 35 resulting in only temporary total disability to work or temporary partial
 36 disability to work beginning with the eighth day of such disability
 37 except for the medical benefits provided for in section 17 of this
 38 chapter. Compensation shall be allowed for the first seven (7) calendar
 39 days only as provided in this section. The first weekly installment of
 40 compensation for temporary disability is due fourteen (14) days after
 41 the disability begins. Not later than fifteen (15) days from the date that
 42 the first installment of compensation is due, the employer or the
 43 employer's insurance carrier shall tender to the employee or to the
 44 employee's dependents, with all compensation due, a properly prepared
 45 compensation agreement in a form prescribed by the board. Whenever
 46 an employer or the employer's insurance carrier denies or is not able to
 47 determine liability to pay compensation or benefits, the employer or the
 48 employer's insurance carrier shall notify the worker's compensation
 49 board and the employee in writing on a form prescribed by the worker's

1 compensation board not later than thirty (30) days after the employer's
 2 knowledge of the claimed disablement. If a determination of liability
 3 cannot be made within thirty (30) days, the worker's compensation
 4 board may approve an additional thirty (30) days upon a written request
 5 of the employer or the employer's insurance carrier that sets forth the
 6 reasons that the determination could not be made within thirty (30)
 7 days and states the facts or circumstances that are necessary to
 8 determine liability within the additional thirty (30) days. More than
 9 thirty (30) days of additional time may be approved by the worker's
 10 compensation board upon the filing of a petition by the employer or the
 11 employer's insurance carrier that sets forth:

- 12 (1) the extraordinary circumstances that have precluded a
- 13 determination of liability within the initial sixty (60) days;
- 14 (2) the status of the investigation on the date the petition is filed;
- 15 (3) the facts or circumstances that are necessary to make a
- 16 determination; and
- 17 (4) a timetable for the completion of the remaining investigation.

18 An employer who fails to comply with this section is subject to a civil
 19 penalty of fifty dollars (\$50), to be assessed and collected by the board
 20 upon notice and hearing. Civil penalties collected under this section
 21 shall be deposited in the state general fund.

22 (b) Once begun, temporary total disability benefits may not be
 23 terminated by the employer unless:

- 24 (1) the employee has returned to work;
- 25 (2) the employee has died;
- 26 (3) the employee has refused to undergo a medical examination
- 27 under section 20 of this chapter;
- 28 (4) the employee has received five hundred (500) weeks of
- 29 temporary total disability benefits or has been paid the maximum
- 30 compensation allowable under section 19 of this chapter; or
- 31 (5) the employee is unable or unavailable to work for reasons
- 32 unrelated to the compensable disease.

33 In all other cases the employer must notify the employee in writing of
 34 the employer's intent to terminate the payment of temporary total
 35 disability benefits, and of the availability of employment, if any, on a
 36 form approved by the board. If the employee disagrees with the
 37 proposed termination, the employee must give written notice of
 38 disagreement to the board and the employer within seven (7) days after
 39 receipt of the notice of intent to terminate benefits. If the board and
 40 employer do not receive a notice of disagreement under this section,
 41 the employee's temporary total disability benefits shall be terminated.
 42 Upon receipt of the notice of disagreement, the board shall immediately
 43 contact the parties, which may be by telephone or other means and
 44 attempt to resolve the disagreement. If the board is unable to resolve
 45 the disagreement within ten (10) days of receipt of the notice of
 46 disagreement, the board shall immediately arrange for an evaluation of
 47 the employee by an independent medical examiner. The independent
 48 medical examiner shall be selected by mutual agreement of the parties
 49 or, if the parties are unable to agree, appointed by the board under
 50 IC 22-3-4-11. If the independent medical examiner determines that the

1 employee is no longer temporarily disabled or is still temporarily
 2 disabled but can return to employment that the employer has made
 3 available to the employee, or if the employee fails or refuses to appear
 4 for examination by the independent medical examiner, temporary total
 5 disability benefits may be terminated. If either party disagrees with the
 6 opinion of the independent medical examiner, the party shall apply to
 7 the board for a hearing under section 27 of this chapter.

8 (c) An employer is not required to continue the payment of
 9 temporary total disability benefits for more than fourteen (14) days
 10 after the employer's proposed termination date unless the independent
 11 medical examiner determines that the employee is temporarily disabled
 12 and unable to return to any employment that the employer has made
 13 available to the employee.

14 (d) If it is determined that as a result of this section temporary total
 15 disability benefits were overpaid, the overpayment shall be deducted
 16 from any benefits due the employee under this section and, if there are
 17 no benefits due the employee or the benefits due the employee do not
 18 equal the amount of the overpayment, the employee shall be
 19 responsible for paying any overpayment which cannot be deducted
 20 from benefits due the employee.

21 (e) For disablements occurring on and after April 1, 1951, and
 22 prior to July 1, 1971, from occupational disease resulting in temporary
 23 total disability for any work, there shall be paid to the disabled
 24 employee during such temporary total disability a weekly compensation
 25 equal to sixty percent (60%) of the employee's average weekly wages
 26 for a period not to exceed five hundred (500) weeks. Compensation
 27 shall be allowed for the first seven (7) calendar days only if the
 28 disability continues for longer than twenty-eight (28) days.

29 For disablements occurring on and after July 1, 1971, and prior to
 30 July 1, 1974, from occupational disease resulting in temporary total
 31 disability for any work, there shall be paid to the disabled employee
 32 during such temporary total disability a weekly compensation equal to
 33 sixty percent (60%) of the employee's average weekly wages, as
 34 defined in section 19 of this chapter, for a period not to exceed five
 35 hundred (500) weeks. Compensation shall be allowed for the first seven
 36 (7) calendar days only if the disability continues for longer than
 37 twenty-eight (28) days.

38 For disablements occurring on and after July 1, 1974, and before
 39 July 1, 1976, from occupational disease resulting in temporary total
 40 disability for any work, there shall be paid to the disabled employee
 41 during such temporary total disability a weekly compensation equal to
 42 sixty-six and two-thirds percent (66 2/3%) of the employee's average
 43 weekly wages, up to one hundred thirty-five dollars (\$135) average
 44 weekly wages, as defined in section 19 of this chapter, for a period not
 45 to exceed five hundred (500) weeks. Compensation shall be allowed for
 46 the first seven (7) calendar days only if the disability continues for
 47 longer than twenty-one (21) days.

48 For disablements occurring on and after July 1, 1976, from
 49 occupational disease resulting in temporary total disability for any
 50 work, there shall be paid to the disabled employee during the temporary

total disability weekly compensation equal to sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the employee's average weekly wages, as defined in section 19 of this chapter, for a period not to exceed five hundred (500) weeks. Compensation shall be allowed for the first seven (7) calendar days only if the disability continues for longer than twenty-one (21) days.

(f) For disablements occurring on and after April 1, 1951, and prior to July 1, 1971, from occupational disease resulting in temporary partial disability for work, there shall be paid to the disabled employee during such disability a weekly compensation equal to sixty percent (60%) of the difference between the employee's average weekly wages and the weekly wages at which the employee is actually employed after the disablement, for a period not to exceed three hundred (300) weeks. Compensation shall be allowed for the first seven (7) calendar days only if the disability continues for longer than twenty-eight (28) days. In case of partial disability after the period of temporary total disability, the later period shall be included as part of the maximum period allowed for partial disability.

For disablements occurring on and after July 1, 1971, and prior to July 1, 1974, from occupational disease resulting in temporary partial disability for work, there shall be paid to the disabled employee during such disability a weekly compensation equal to sixty percent (60%) of the difference between the employee's average weekly wages, as defined in section 19 of this chapter, and the weekly wages at which the employee is actually employed after the disablement, for a period not to exceed three hundred (300) weeks. Compensation shall be allowed for the first seven (7) calendar days only if the disability continues for longer than twenty-eight (28) days. In case of partial disability after the period of temporary total disability, the latter period shall be included as a part of the maximum period allowed for partial disability.

For disablements occurring on and after July 1, 1974, from occupational disease resulting in temporary partial disability for work, there shall be paid to the disabled employee during such disability a weekly compensation equal to sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the difference between the employee's average weekly wages, as defined in section 19 of this chapter, and the weekly wages at which he is actually employed after the disablement, for a period not to exceed three hundred (300) weeks. Compensation shall be allowed for the first seven (7) calendar days only if the disability continues for longer than twenty-one (21) days. In case of partial disability after the period of temporary total disability, the latter period shall be included as a part of the maximum period allowed for partial disability.

(g) For disabilities occurring on and after April 1, 1951, and prior to April 1, 1955, from occupational disease in the following schedule, the employee shall receive in lieu of all other compensation, on account of such disabilities, a weekly compensation of sixty percent (60%) of the employee's average weekly wage; for disabilities occurring on and after April 1, 1955, and prior to July 1, 1971, from occupational disease in the following schedule, the employee shall receive in addition to disability benefits not exceeding twenty-six (26) weeks on account of

1 said occupational disease a weekly compensation of sixty percent
2 (60%) of the employee's average weekly wages.

3 For disabilities occurring on and after July 1, 1971, and before
4 July 1, 1977, from occupational disease in the following schedule, the
5 employee shall receive in addition to disability benefits not exceeding
6 twenty-six (26) weeks on account of said occupational disease a weekly
7 compensation of sixty percent (60%) of his average weekly wages not
8 to exceed one hundred dollars (\$100) average weekly wages, for the
9 period stated for such disabilities respectively.

10 For disabilities occurring on and after July 1, 1977, and before
11 July 1, 1979, from occupational disease in the following schedule, the
12 employee shall receive in addition to disability benefits not exceeding
13 twenty-six (26) weeks on account of the occupational disease a weekly
14 compensation of sixty percent (60%) of the employee's average weekly
15 wages, not to exceed one hundred twenty-five dollars (\$125) average
16 weekly wages, for the period stated for the disabilities.

17 For disabilities occurring on and after July 1, 1979, and before
18 July 1, 1988, from occupational disease in the following schedule, the
19 employee shall receive in addition to disability benefits, not exceeding
20 fifty-two (52) weeks on account of the occupational disease, a weekly
21 compensation of sixty percent (60%) of the employee's average weekly
22 wages, not to exceed one hundred twenty-five dollars (\$125) average
23 weekly wages, for the period stated for the disabilities.

24 For disabilities occurring on and after July 1, 1988, and before
25 July 1, 1989, from occupational disease in the following schedule, the
26 employee shall receive in addition to disability benefits, not exceeding
27 seventy-eight (78) weeks on account of the occupational disease, a
28 weekly compensation of sixty percent (60%) of the employee's average
29 weekly wages, not to exceed one hundred sixty-six dollars (\$166)
30 average weekly wages, for the period stated for the disabilities.

31 For disabilities occurring on and after July 1, 1989, and before
32 July 1, 1990, from occupational disease in the following schedule, the
33 employee shall receive in addition to disability benefits, not exceeding
34 seventy-eight (78) weeks on account of the occupational disease, a
35 weekly compensation of sixty percent (60%) of the employee's average
36 weekly wages, not to exceed one hundred eighty-three dollars (\$183)
37 average weekly wages, for the period stated for the disabilities.

38 For disabilities occurring on and after July 1, 1990, and before
39 July 1, 1991, from occupational disease in the following schedule, the
40 employee shall receive in addition to disability benefits, not exceeding
41 seventy-eight (78) weeks on account of the occupational disease, a
42 weekly compensation of sixty percent (60%) of the employee's average
43 weekly wages, not to exceed two hundred dollars (\$200) average
44 weekly wages, for the period stated for the disabilities.

45 (1) Amputations: For the loss by separation, of the thumb, sixty
46 (60) weeks; of the index finger, forty (40) weeks; of the second
47 finger, thirty-five (35) weeks; of the third or ring finger, thirty
48 (30) weeks; of the fourth or little finger, twenty (20) weeks; of
49 the hand by separation below the elbow, two hundred (200)
50 weeks; of the arm above the elbow joint, two hundred fifty (250)

- 1 weeks; of the big toe, sixty (60) weeks; of the second toe, thirty
 2 (30) weeks; of the third toe, twenty (20) weeks; of the fourth toe,
 3 fifteen (15) weeks; of the fifth or little toe, ten (10) weeks; of the
 4 foot below the knee joint, one hundred fifty (150) weeks; and of
 5 the leg above the knee joint, two hundred (200) weeks. The loss
 6 of more than one (1) phalange of a thumb or toe shall be
 7 considered as the loss of the entire thumb or toe. The loss of
 8 more than two (2) phalanges of a finger shall be considered as
 9 the loss of the entire finger. The loss of not more than one (1)
 10 phalange of a thumb or toe shall be considered as the loss of
 11 one-half (1/2) of the thumb or toe and compensation shall be
 12 paid for one-half (1/2) of the period for the loss of the entire
 13 thumb or toe. The loss of not more than two (2) phalanges of a
 14 finger shall be considered as the loss of one-half (1/2) the finger
 15 and compensation shall be paid for one-half (1/2) of the period
 16 for the loss of the entire finger.
- 17 (2) Loss of Use: The total permanent loss of the use of an arm,
 18 hand, thumb, finger, leg, foot, toe, or phalange shall be
 19 considered as the equivalent of the loss by separation of the arm,
 20 hand, thumb, finger, leg, foot, toe, or phalange and the
 21 compensation shall be paid for the same period as for the loss
 22 thereof by separation.
- 23 (3) Partial Loss of Use: For the permanent partial loss of the use
 24 of an arm, hand, thumb, finger, leg, foot, toe, or phalange,
 25 compensation shall be paid for the proportionate loss of the use
 26 of such arm, hand, thumb, finger, leg, foot, toe, or phalange.
- 27 (4) For disablements for occupational disease resulting in total
 28 permanent disability, five hundred (500) weeks.
- 29 (5) For the loss of both hands, or both feet, or the total sight of
 30 both eyes, or any two (2) of such losses resulting from the same
 31 disablement by occupational disease, five hundred (500) weeks.
- 32 (6) For the permanent and complete loss of vision by enucleation
 33 of an eye or its reduction to one-tenth (1/10) of normal vision
 34 with glasses, one hundred fifty (150) weeks, and for any other
 35 permanent reduction of the sight of an eye, compensation shall
 36 be paid for a period proportionate to the degree of such
 37 permanent reduction without correction or glasses. However,
 38 when such permanent reduction without correction or glasses
 39 would result in one hundred percent (100%) loss of vision, but
 40 correction or glasses would result in restoration of vision, then
 41 compensation shall be paid for fifty percent (50%) of such total
 42 loss of vision without glasses plus an additional amount equal to
 43 the proportionate amount of such reduction with glasses, not to
 44 exceed an additional fifty percent (50%).
- 45 (7) For the permanent and complete loss of hearing, two hundred
 46 (200) weeks.
- 47 (8) In all other cases of permanent partial impairment,
 48 compensation proportionate to the degree of such permanent
 49 partial impairment, in the discretion of the worker's
 50 compensation board, not exceeding five hundred (500) weeks.

(9) In all cases of permanent disfigurement, which may impair the future usefulness or opportunities of the employee, compensation in the discretion of the worker's compensation board, not exceeding two hundred (200) weeks, except that no compensation shall be payable under this paragraph where compensation shall be payable under subdivisions (1) through (8). Where compensation for temporary total disability has been paid, this amount of compensation shall be deducted from any compensation due for permanent disfigurement.

With respect to disablements in the following schedule occurring on and after July 1, 1991, the employee shall receive in addition to temporary total disability benefits, not exceeding one hundred twenty-five (125) weeks on account of the disablement, compensation in an amount determined under the following schedule to be paid weekly at a rate of sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of the employee's average weekly wages during the fifty-two (52) weeks immediately preceding the week in which the disablement occurred:

(1) Amputation: For the loss by separation of the thumb, twelve (12) degrees of permanent impairment; of the index finger, eight (8) degrees of permanent impairment; of the second finger, seven (7) degrees of permanent impairment; of the third or ring finger, six (6) degrees of permanent impairment; of the fourth or little finger, four (4) degrees of permanent impairment; of the hand by separation below the elbow joint, forty (40) degrees of permanent impairment; of the arm above the elbow, fifty (50) degrees of permanent impairment; of the big toe, twelve (12) degrees of permanent impairment; of the second toe, six (6) degrees of permanent impairment; of the third toe, four (4) degrees of permanent impairment; of the fourth toe, three (3) degrees of permanent impairment; of the fifth or little toe, two (2) degrees of permanent impairment; of separation of the foot below the knee joint, thirty-five (35) degrees of permanent impairment; and of the leg above the knee joint, forty-five (45) degrees of permanent impairment.

(2) Amputations occurring on or after July 1, 1997: For the loss by separation of any of the body parts described in subdivision (1) on or after July 1, 1997, the dollar values per degree applying on the date of the injury as described in subsection (h) shall be multiplied by two (2). However, the doubling provision of this subdivision does not apply to a loss of use that is not a loss by separation.

(3) The loss of more than one (1) phalange of a thumb or toe shall be considered as the loss of the entire thumb or toe. The loss of more than two (2) phalanges of a finger shall be considered as the loss of the entire finger. The loss of not more than one (1) phalange of a thumb or toe shall be considered as the loss of one-half ($1/2$) of the degrees of permanent impairment for the loss of the entire thumb or toe. The loss of not more than one (1) phalange of a finger shall be considered as the loss of one-third ($1/3$) of the finger and compensation shall

be paid for one-third (1/3) of the degrees payable for the loss of the entire finger. The loss of more than one (1) phalange of the finger but not more than two (2) phalanges of the finger shall be considered as the loss of one-half (1/2) of the finger and compensation shall be paid for one-half (1/2) of the degrees payable for the loss of the entire finger.

(4) For the loss by separation of both hands or both feet or the total sight of both eyes or any two (2) such losses in the same accident, one hundred (100) degrees of permanent impairment.

(5) For the permanent and complete loss of vision by enucleation or its reduction to one-tenth (1/10) of normal vision with glasses, thirty-five (35) degrees of permanent impairment.

(6) For the permanent and complete loss of hearing in one (1) ear, fifteen (15) degrees of permanent impairment, and in both ears, forty (40) degrees of permanent impairment.

(7) For the loss of one (1) testicle, (10) ten degrees of permanent impairment; for the loss of both testicles, thirty (30) degrees of permanent impairment.

(8) Loss of use: The total permanent loss of the use of an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be considered as the equivalent of the loss by separation of the arm, hand, thumb, finger, leg, foot, toe, or phalange, and compensation shall be paid in the same amount as for the loss by separation. However, the doubling provision of subdivision (2) does not apply to a loss of use that is not a loss by separation.

(9) Partial loss of use: For the permanent partial loss of the use of an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a phalange, compensation shall be paid for the proportionate loss of the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.

(10) For disablements resulting in total permanent disability, the amount payable for impairment or five hundred (500) weeks of compensation, whichever is greater.

(11) For any permanent reduction of the sight of an eye less than a total loss as specified in subdivision (3), the compensation shall be paid in an amount proportionate to the degree of a permanent reduction without correction or glasses. However, when a permanent reduction without correction or glasses would result in one hundred percent (100%) loss of vision, then compensation shall be paid for fifty percent (50%) of the total loss of vision without glasses, plus an additional amount equal to the proportionate amount of the reduction with glasses, not to exceed an additional fifty percent (50%).

(12) For any permanent reduction of the hearing of one (1) or both ears, less than the total loss as specified in subdivision (4), compensation shall be paid in an amount proportionate to the degree of a permanent reduction.

(13) In all other cases of permanent partial impairment, compensation proportionate to the degree of a permanent partial impairment, in the discretion of the worker's compensation

board, not exceeding one hundred (100) degrees of permanent impairment.

(14) In all cases of permanent disfigurement which may impair the future usefulness or opportunities of the employee, compensation, in the discretion of the worker's compensation board, not exceeding forty (40) degrees of permanent impairment except that no compensation shall be payable under this subdivision where compensation is payable elsewhere in this section.

(h) With respect to disablements occurring on and after July 1, 1991, compensation for permanent partial impairment shall be paid according to the degree of permanent impairment for the disablement determined under subsection (d) and the following:

(1) With respect to disablements occurring on and after July 1, 1991, and before July 1, 1992, for each degree of permanent impairment from one (1) to thirty-five (35), five hundred dollars (\$500) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), nine hundred dollars (\$900) per degree; for each degree of permanent impairment above fifty (50), one thousand five hundred dollars (\$1,500) per degree.

(2) With respect to disablements occurring on and after July 1, 1992, and before July 1, 1993, for each degree of permanent impairment from one (1) to twenty (20), five hundred dollars (\$500) per degree; for each degree of permanent impairment from twenty-one (21) to thirty-five (35), eight hundred dollars (\$800) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), one thousand three hundred dollars (\$1,300) per degree; for each degree of permanent impairment above fifty (50), one thousand seven hundred dollars (\$1,700) per degree.

(3) With respect to disablements occurring on and after July 1, 1993, and before July 1, 1997, for each degree of permanent impairment from one (1) to ten (10), five hundred dollars (\$500) per degree; for each degree of permanent impairment from eleven (11) to twenty (20), seven hundred dollars (\$700) per degree; for each degree of permanent impairment from twenty-one (21) to thirty-five (35), one thousand dollars (\$1,000) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), one thousand four hundred dollars (\$1,400) per degree; for each degree of permanent impairment above fifty (50), one thousand seven hundred dollars (\$1,700) per degree.

(4) With respect to disablements occurring on and after July 1, 1997, and before July 1, 1998, for each degree of permanent impairment from one (1) to ten (10), seven hundred fifty dollars (\$750) per degree; for each degree of permanent impairment from eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), one thousand four hundred dollars (\$1,400) per degree; for each degree of permanent impairment

1 above fifty (50), one thousand seven hundred dollars (\$1,700)
 2 per degree.

3 (5) With respect to disablements occurring on and after July 1,
 4 1998, and before July 1, 1999, for each degree of permanent
 5 impairment from one (1) to ten (10), seven hundred fifty dollars
 6 (\$750) per degree; for each degree of permanent impairment
 7 from eleven (11) to thirty-five (35), one thousand dollars
 8 (\$1,000) per degree; for each degree of permanent impairment
 9 from thirty-six (36) to fifty (50), one thousand four hundred
 10 dollars (\$1,400) per degree; for each degree of permanent
 11 impairment above fifty (50), one thousand seven hundred dollars
 12 (\$1,700) per degree.

13 (6) With respect to disablements occurring on and after July 1,
 14 1999, **and before July 1, 2000**, for each degree of permanent
 15 impairment from one (1) to ten (10), nine hundred dollars (\$900)
 16 per degree; for each degree of permanent impairment from
 17 eleven (11) to thirty-five (35), one thousand one hundred dollars
 18 (\$1,100) per degree; for each degree of permanent impairment
 19 from thirty-six (36) to fifty (50), one thousand six hundred
 20 dollars (\$1,600) per degree; for each degree of permanent
 21 impairment above fifty (50), two thousand dollars (\$2,000) per
 22 degree.

23 (7) With respect to disablements occurring on and after July
 24 **1, 2000, and before July 1, 2001**, for each degree of
 25 permanent impairment from one (1) to ten (10), nine
 26 hundred fifty dollars (\$950) per degree; for each degree of
 27 permanent impairment from eleven (11) to thirty-five (35),
 28 one thousand four hundred fifty dollars (\$1,450) per degree;
 29 for each degree of permanent impairment from thirty-six
 30 (36) to fifty (50), two thousand dollars (\$2,000) per degree;
 31 for each degree of permanent impairment above fifty (50),
 32 two thousand six hundred dollars (\$2,600) per degree.

33 (8) With respect to disablements occurring on and after July
 34 **1, 2001, and before July 1, 2002**, for each degree of
 35 permanent impairment from one (1) to ten (10), one
 36 thousand dollars (\$1,000) per degree; for each degree of
 37 permanent impairment from eleven (11) to thirty-five (35),
 38 one thousand eight hundred fifty dollars (\$1,850) per degree;
 39 for each degree of permanent impairment from thirty-six
 40 (36) to fifty (50), two thousand seven hundred dollars
 41 (\$2,700) per degree; for each degree of permanent
 42 impairment above fifty (50), three thousand four hundred
 43 dollars (\$3,400) per degree.

44 (9) With respect to disablements occurring on and after July
 45 **1, 2002**, for each degree of permanent impairment from one
 46 (1) to ten (10), one thousand fifty dollars (\$1,050) per degree;
 47 for each degree of permanent impairment from eleven (11)
 48 to thirty-five (35), two thousand four hundred dollars
 49 (\$2,400) per degree; for each degree of permanent
 50 impairment from thirty-six (36) to fifty (50), three thousand

five hundred dollars (\$3,500) per degree; for each degree of permanent impairment above fifty (50), four thousand four hundred dollars (\$4,400) per degree.

(i) The average weekly wages used in the determination of compensation for permanent partial impairment under subsections (g) and (h) shall not exceed the following:

(1) With respect to disablements occurring on or after July 1, 1991, and before July 1, 1992, four hundred ninety-two dollars (\$492).

(2) With respect to disablements occurring on or after July 1, 1992, and before July 1, 1993, five hundred forty dollars (\$540).

(3) With respect to disablements occurring on or after July 1, 1993, and before July 1, 1994, five hundred ninety-one dollars (\$591).

(4) With respect to disablements occurring on or after July 1, 1994, and before July 1, 1997, six hundred forty-two dollars (\$642).

(5) With respect to disablements occurring on or after July 1, 1997, and before July 1, 1998, six hundred seventy-two dollars (\$672).

(6) With respect to disablements occurring on or after July 1, 1998, and before July 1, 1999, seven hundred two dollars (\$702).

(7) With respect to disablements occurring on or after July 1, 1999, and before July 1, 2000, seven hundred thirty-two dollars (\$732).

(8) With respect to disablements occurring on or after July 1, 2000, **and before July 1, 2001**, seven hundred sixty-two dollars (\$762).

(9) With respect to disablements occurring on or after July 1, 2001, and before July 1, 2002, eight hundred seven dollars (\$807).

(10) With respect to disablements occurring on or after July 1, 2002, eight hundred forty dollars (\$840).

(j) If any employee, only partially disabled, refuses employment suitable to his capacity procured for him, he shall not be entitled to any compensation at any time during the continuance of such refusal unless, in the opinion of the worker's compensation board, such refusal was justifiable. The employee must be served with a notice setting forth the consequences of the refusal under this subsection. The notice must be in a form prescribed by the worker's compensation board.

(k) If an employee has sustained a permanent impairment or disability from an accidental injury other than an occupational disease in another employment than that in which he suffered a subsequent disability from an occupational disease, such as herein specified, the employee shall be entitled to compensation for the subsequent disability in the same amount as if the previous impairment or disability had not occurred. However, if the permanent impairment or disability resulting from an occupational disease for which compensation is claimed results only in the aggravation or increase of a previously sustained permanent impairment from an occupational

disease or physical condition regardless of the source or cause of such previously sustained impairment from an occupational disease or physical condition, the board shall determine the extent of the previously sustained permanent impairment from an occupational disease or physical condition as well as the extent of the aggravation or increase resulting from the subsequent permanent impairment or disability, and shall award compensation only for that part of said occupational disease or physical condition resulting from the subsequent permanent impairment. An amputation of any part of the body or loss of any or all of the vision of one (1) or both eyes caused by an occupational disease shall be considered as a permanent impairment or physical condition.

(l) If an employee suffers a disablement from occupational disease for which compensation is payable while the employee is still receiving or entitled to compensation for a previous injury by accident or disability by occupational disease in the same employment, he shall not at the same time be entitled to compensation for both, unless it be for a permanent injury, such as specified in subsection (g)(1), (g)(2), (g)(3), (g)(6), or (g)(7); but the employee shall be entitled to compensation for that disability and from the time of that disability which will cover the longest period and the largest amount payable under this chapter.

(m) If an employee receives a permanent disability from occupational disease such as specified in subsection (g)(1), (g)(2), (g)(3), (g)(6), or (g)(7), after having sustained another such permanent disability in the same employment the employee shall be entitled to compensation for both such disabilities, but the total compensation shall be paid by extending the period and not by increasing the amount of weekly compensation and, when such previous and subsequent permanent disabilities, in combination result in total permanent disability or permanent total impairment, compensation shall be payable for such permanent total disability or impairment, but payments made for the previous disability or impairment shall be deducted from the total payment of compensation due.

(n) When an employee has been awarded or is entitled to an award of compensation for a definite period under this chapter for disability from occupational disease, which disablement occurs on and after April 1, 1951, and prior to April 1, 1963, and such employee dies from any other cause than such occupational disease, payment of the unpaid balance of such compensation, not exceeding three hundred (300) weeks, shall be made to the employee's dependents of the second and third class as defined in sections 11 through 14 of this chapter, and compensation, not exceeding five hundred (500) weeks, shall be made to the employee's dependents of the first class as defined in sections 11 through 14 of this chapter. When an employee has been awarded or is entitled to an award of compensation for a definite period from an occupational disease wherein disablement occurs on and after April 1, 1963, and such employee dies from other causes than such occupational disease, payment of the unpaid balance of such compensation not exceeding three hundred fifty (350) weeks shall be

1 paid to the employee's dependents of the second and third class as
 2 defined in sections 11 through 14 of this chapter and compensation, not
 3 exceeding five hundred (500) weeks shall be made to the employee's
 4 dependents of the first class as defined in sections 11 through 14 of this
 5 chapter.

6 (o) Any payment made by the employer to the employee during the
 7 period of the employee's disability, or to the employee's dependents,
 8 which, by the terms of this chapter, was not due and payable when
 9 made, may, subject to the approval of the worker's compensation board,
 10 be deducted from the amount to be paid as compensation, but such
 11 deduction shall be made from the distal end of the period during which
 12 compensation must be paid, except in cases of temporary disability.

13 (p) When so provided in the compensation agreement or in the
 14 award of the worker's compensation board, compensation may be paid
 15 semimonthly, or monthly, instead of weekly.

16 (q) When the aggregate payments of compensation awarded by
 17 agreement or upon hearing to an employee or dependent under eighteen
 18 (18) years of age do not exceed one hundred dollars (\$100), the
 19 payment thereof may be made directly to such employee or dependent,
 20 except when the worker's compensation board shall order otherwise.

21 Whenever the aggregate payments of compensation, due to any
 22 person under eighteen (18) years of age, exceed one hundred dollars
 23 (\$100), the payment thereof shall be made to a trustee, appointed by the
 24 circuit or superior court, or to a duly qualified guardian, or, upon the
 25 order of the worker's compensation board, to a parent or to such minor
 26 person. The payment of compensation, due to any person eighteen (18)
 27 years of age or over, may be made directly to such person.

28 (r) If an employee, or a dependent, is mentally incompetent, or a
 29 minor at the time when any right or privilege accrues to the employee
 30 under this chapter, the employee's guardian or trustee may, in the
 31 employee's behalf, claim and exercise such right and privilege.

32 (s) All compensation payments named and provided for in this
 33 section, shall mean and be defined to be for only such occupational
 34 diseases and disabilities therefrom as are proved by competent
 35 evidence, of which there are or have been objective conditions or
 36 symptoms proven, not within the physical or mental control of the
 37 employee himself.

38 SECTION 8. IC 22-3-7-16.1 IS ADDED TO THE INDIANA
 39 CODE AS A NEW SECTION TO READ AS FOLLOWS
 40 [EFFECTIVE JANUARY 1, 2001]: **Sec. 16.1. (a) Every insurance**
 41 **carrier insuring employers who are or may be liable under this**
 42 **article to pay compensation for disablement or death from**
 43 **occupational diseases of their employees under this article and**
 44 **every employer carrying the employer's own risk shall, within**
 45 **thirty (30) days of the board's mailing of notice that an assessment**
 46 **is necessary, pay to the worker's compensation board for the**
 47 **benefit of a fund to be known as the occupational diseases second**
 48 **injury fund. The payment shall not exceed three percent (3%) of**
 49 **the total amount of all payments under this chapter for**
 50 **occupational diseases paid to employees with occupational diseases**

1 or their beneficiaries under this chapter for the calendar year next
 2 preceding the due date of the payment. Compensation to be
 3 considered for purposes of calculating the assessment includes
 4 payments for occupational diseases paid to employees with
 5 occupational diseases or their beneficiaries under this chapter but
 6 excludes payments for medical payments.

7 (b) The sums shall be paid by the worker's compensation
 8 board to the treasurer of state to be deposited in a special account
 9 known as the occupational diseases second injury fund. The funds
 10 are not part of the state general fund. Any balance remaining in
 11 the account at the end of any fiscal year does not revert to the state
 12 general fund. The funds shall be used only for the payment of
 13 awards of compensation and expense of medical examinations or
 14 treatment made and ordered by the board and chargeable against
 15 the occupational diseases second injury fund under this section and
 16 shall be paid for that purpose by the treasurer of state upon award
 17 or order of the board.

18 (c) If an employee who is entitled to compensation under this
 19 chapter either:

- 20 (1) exhausts the maximum benefits under section 19 of this
- 21 chapter without having received the full amount of award
- 22 granted to the employee under section 16 of this chapter; or
- 23 (2) exhausts the employee's benefits under section 16 of this
- 24 chapter;

25 the employee may apply to the worker's compensation board,
 26 which may award the employee compensation from the
 27 occupational diseases second injury fund established by this
 28 section, as provided under subsection (d).

29 (d) An employee who has exhausted the employee's maximum
 30 benefits under section 10 of this chapter may be awarded
 31 additional compensation equal to sixty-six and two-thirds percent
 32 (66 2/3%) of the employee's average weekly wage at the time of the
 33 employee's disablement from occupational disease, not to exceed
 34 the maximum then applicable under section 19 of this chapter for
 35 a period not to exceed one hundred fifty (150) weeks upon
 36 competent evidence sufficient to establish:

- 37 (1) that the employee is totally and permanently disabled
- 38 from an occupational disease (as defined in section 10 of this
- 39 chapter) of which there are or have been objective conditions
- 40 and symptoms proven that are not within the physical or
- 41 mental control of the employee; and
- 42 (2) that the employee is unable to support the employee in
- 43 any gainful employment not associated with rehabilitative or
- 44 vocational therapy.

45 (e) The additional award may be renewed during the
 46 employee's total and permanent disability after appropriate
 47 hearings by the worker's compensation board for successive
 48 periods not to exceed one hundred fifty (150) weeks each.

49 SECTION 9. IC 22-3-7-17 IS AMENDED TO READ AS
 50 FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 17. (a) During the

1 period of disablement, the employer shall furnish or cause to be
 2 furnished, free of charge to the employee, an attending physician for
 3 the treatment of his occupational disease, and in addition thereto such
 4 surgical, hospital, and nursing services and supplies as the attending
 5 physician or the worker's compensation board may deem necessary. If
 6 the employee is requested or required by the employer to submit to
 7 treatment outside the county of employment, ~~said~~ the employer shall
 8 also pay the reasonable expense of travel, food, and lodging necessary
 9 during the travel, but not to exceed the amount paid at the time of ~~said~~
 10 **the** travel by the state of Indiana to its employees.

11 (b) During the period of disablement resulting from the
 12 occupational disease, the employer shall furnish such physician,
 13 services, and supplies, and the worker's compensation board may, on
 14 proper application of either party, require that treatment by such
 15 physician and such services and supplies be furnished by or on behalf
 16 of the employer as the board may deem reasonably necessary.

17 (c) **No representative of the employer or insurance carrier,**
 18 **including case managers or rehabilitation nurses, may be present**
 19 **at any treatment of an employee with an occupational disease**
 20 **without the express written consent of the employee and the**
 21 **treating medical personnel. At the time of any medical treatment**
 22 **that a representative of the employer wishes to attend, the**
 23 **representative of the employer shall inform the employee with an**
 24 **occupational disease and treating medical personnel that their**
 25 **written consent is required before the attendance of the employer's**
 26 **representative. The employee's compensation and benefits may not**
 27 **be jeopardized in any way due to the employer's failure or refusal**
 28 **to complete a written waiver allowing the attendance of the**
 29 **employer's representative. The employer's representative may not**
 30 **in any way cause the employee to believe that the employee's**
 31 **compensation and benefits will be terminated if the employee fails**
 32 **or refuses to complete a written waiver allowing the attendance of**
 33 **the employer's representative. The written waivers shall be**
 34 **executed on forms prescribed by the board.**

35 (d) After an employee's occupational disease has been adjudicated
 36 by agreement or award on the basis of permanent partial impairment
 37 and within the statutory period for review in such case as provided in
 38 section 27(i) of this chapter, the employer may continue to furnish a
 39 physician or a surgeon and other medical services and supplies, and the
 40 board may, within such statutory period for review as provided in
 41 section 27(i) of this chapter, on a proper application of either party,
 42 require that treatment by such physician or surgeon and such services
 43 and supplies be furnished by and on behalf of the employer as the
 44 board may deem necessary to limit or reduce the amount and extent of
 45 such impairment. The refusal of the employee to accept such services
 46 and supplies when so provided by or on behalf of the employer, shall
 47 bar the employee from all compensation otherwise payable during the
 48 period of such refusal and his right to prosecute any proceeding under
 49 this chapter shall be suspended and abated until such refusal ceases.
 50 The employee must be served with a notice setting forth the

consequences of the refusal under this section. The notice must be in a form prescribed by the worker's compensation board. No compensation for permanent total impairment, permanent partial impairment, permanent disfigurement, or death shall be paid or payable for that part or portion of such impairment, disfigurement, or death which is the result of the failure of such employee to accept such treatment, services, and supplies, provided that an employer may at any time permit an employee to have treatment for his disease or injury by spiritual means or prayer in lieu of such physician, services, and supplies.

~~(c)~~ **(e)** Regardless of when it occurs, where a compensable occupational disease results in the amputation of a body part, the enucleation of an eye, or the loss of natural teeth, the employer shall furnish an appropriate artificial member, braces, and prosthodontics. The cost of repairs to or replacements for the artificial members, braces, or prosthodontics that result from a compensable occupational disease pursuant to a prior award and are required due to either medical necessity or normal wear and tear, determined according to the employee's individual use, but not abuse, of the artificial member, braces, or prosthodontics, shall be paid from the second injury fund upon order or award of the worker's compensation board. The employee is not required to meet any other requirement for admission to the second injury fund.

~~(d)~~ **(f)** If an emergency or because of the employer's failure to provide such attending physician or such surgical, hospital, or nurse's services and supplies or such treatment by spiritual means or prayer as specified in this section, or for other good reason, a physician other than that provided by the employer treats the diseased employee within the period of disability, or necessary and proper surgical, hospital, or nurse's services and supplies are procured within ~~said~~ the period, the reasonable cost of such services and supplies shall, subject to approval of the worker's compensation board, be paid by the employer.

~~(e)~~ **(g)** This section may not be construed to prohibit an agreement between an employer and employees that has the approval of the board and that:

- (1) binds the parties to medical care furnished by providers selected by agreement before or after disablement; or
- (2) makes the findings of a provider chosen in this manner binding upon the parties.

~~(f)~~ **(h)** The employee and the employee's estate do not have liability to a health care provider for payment for services obtained under this section. The right to order payment for all services provided under this chapter is solely with the board. All claims by a health care provider for payment for services are against the employer and the employer's insurance carrier, if any, and must be made with the board under this chapter.

SECTION 10. IC 22-3-7-19 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 19. (a) In computing compensation for temporary total disability, temporary partial

disability, and total permanent disability under this law with respect to occupational diseases occurring:

(1) on and after July 1, 1974, and before July 1, 1976, the average weekly wages shall be considered to be:

(A) not more than one hundred thirty-five dollars (\$135);

and

(B) not less than seventy-five dollars (\$75);

(2) on and after July 1, 1976, and before July 1, 1977, the average weekly wages shall be considered to be:

(A) not more than one hundred fifty-six dollars (\$156); and

(B) not less than seventy-five dollars (\$75);

(3) on and after July 1, 1977, and before July 1, 1979, the average weekly wages are considered to be:

(A) not more than one hundred eighty dollars (\$180); and

(B) not less than seventy-five dollars (\$75);

(4) on and after July 1, 1979, and before July 1, 1980, the average weekly wages are considered to be:

(A) not more than one hundred ninety-five dollars (\$195);

and

(B) not less than seventy-five dollars (\$75);

(5) on and after July 1, 1980, and before July 1, 1983, the average weekly wages are considered to be:

(A) not more than two hundred ten dollars (\$210); and

(B) not less than seventy-five dollars (\$75);

(6) on and after July 1, 1983, and before July 1, 1984, the average weekly wages are considered to be:

(A) not more than two hundred thirty-four dollars (\$234);

and

(B) not less than seventy-five dollars (\$75); and

(7) on and after July 1, 1984, and before July 1, 1985, the average weekly wages are considered to be:

(A) not more than two hundred forty-nine dollars (\$249);

and

(B) not less than seventy-five dollars (\$75).

(b) In computing compensation for temporary total disability, temporary partial disability, and total permanent disability, with respect to occupational diseases occurring on and after July 1, 1985, and before July 1, 1986, the average weekly wages are considered to be:

(1) not more than two hundred sixty-seven dollars (\$267); and

(2) not less than seventy-five dollars (\$75).

(c) In computing compensation for temporary total disability, temporary partial disability, and total permanent disability, with respect to occupational diseases occurring on and after July 1, 1986, and before July 1, 1988, the average weekly wages are considered to be:

(1) not more than two hundred eighty-five dollars (\$285); and

(2) not less than seventy-five dollars (\$75).

(d) In computing compensation for temporary total disability, temporary partial disability, and total permanent disability, with respect to occupational diseases occurring on and after July 1, 1988, and before July 1, 1989, the average weekly wages are considered to be:

- 1 (1) not more than three hundred eighty-four dollars (\$384); and
- 2 (2) not less than seventy-five dollars (\$75).
- 3 (e) In computing compensation for temporary total disability,
- 4 temporary partial disability, and total permanent disability, with respect
- 5 to occupational diseases occurring on and after July 1, 1989, and before
- 6 July 1, 1990, the average weekly wages are considered to be:
- 7 (1) not more than four hundred eleven dollars (\$411); and
- 8 (2) not less than seventy-five dollars (\$75).
- 9 (f) In computing compensation for temporary total disability,
- 10 temporary partial disability, and total permanent disability, with respect
- 11 to occupational diseases occurring on and after July 1, 1990, and before
- 12 July 1, 1991, the average weekly wages are considered to be:
- 13 (1) not more than four hundred forty-one dollars (\$441); and
- 14 (2) not less than seventy-five dollars (\$75).
- 15 (g) In computing compensation for temporary total disability,
- 16 temporary partial disability, and total permanent disability, with respect
- 17 to occupational diseases occurring on and after July 1, 1991, and before
- 18 July 1, 1992, the average weekly wages are considered to be:
- 19 (1) not more than four hundred ninety-two dollars (\$492); and
- 20 (2) not less than seventy-five dollars (\$75).
- 21 (h) In computing compensation for temporary total disability,
- 22 temporary partial disability, and total permanent disability, with respect
- 23 to occupational diseases occurring on and after July 1, 1992, and before
- 24 July 1, 1993, the average weekly wages are considered to be:
- 25 (1) not more than five hundred forty dollars (\$540); and
- 26 (2) not less than seventy-five dollars (\$75).
- 27 (i) In computing compensation for temporary total disability,
- 28 temporary partial disability, and total permanent disability, with respect
- 29 to occupational diseases occurring on and after July 1, 1993, and before
- 30 July 1, 1994, the average weekly wages are considered to be:
- 31 (1) not more than five hundred ninety-one dollars (\$591); and
- 32 (2) not less than seventy-five dollars (\$75).
- 33 (j) In computing compensation for temporary total disability,
- 34 temporary partial disability and total permanent disability, with respect
- 35 to occupational diseases occurring on and after July 1, 1994, and before
- 36 July 1, 1997, the average weekly wages are considered to be:
- 37 (1) not more than six hundred forty-two dollars (\$642); and
- 38 (2) not less than seventy-five dollars (\$75).
- 39 (k) In computing compensation for temporary total disability,
- 40 temporary partial disability, and total permanent disability, the average
- 41 weekly wages are considered to be:
- 42 (1) with respect to occupational diseases occurring on and after
- 43 July 1, 1997, and before July 1, 1998:
- 44 (A) not more than six hundred seventy-two dollars (\$672);
- 45 and
- 46 (B) not less than seventy-five dollars (\$75);
- 47 (2) with respect to occupational diseases occurring on and after
- 48 July 1, 1998, and before July 1, 1999:
- 49 (A) not more than seven hundred two dollars (\$702); and
- 50 (B) not less than seventy-five dollars (\$75);

(3) with respect to occupational diseases occurring on and after July 1, 1999, and before July 1, 2000:

(A) not more than seven hundred thirty-two dollars (\$732);
and

(B) not less than seventy-five dollars (\$75); ~~and~~

(4) with respect to occupational diseases ~~occurring~~ **occurring** on and after July 1, 2000, **and before July 1, 2001:**

(A) not more than seven hundred sixty-two dollars (\$762);
and

(B) not less than seventy-five dollars (\$75);

(5) with respect to occupational diseases occurring on and after July 1, 2001, and before July 1, 2002:

**(A) not more than eight hundred seven dollars (\$807);
and**

(B) not less than seventy-five dollars (\$75); and

(6) with respect to occupational diseases occurring on and after July 1, 2002:

**(A) not more than eight hundred forty dollars (\$840);
and**

(B) not less than seventy-five dollars (\$75).

(l) The maximum compensation that shall be paid for occupational disease and its results under any one (1) or more provisions of this chapter with respect to disability or death occurring:

(1) on and after July 1, 1974, and before July 1, 1976, shall not exceed forty-five thousand dollars (\$45,000) in any case;

(2) on and after July 1, 1976, and before July 1, 1977, shall not exceed fifty-two thousand dollars (\$52,000) in any case;

(3) on and after July 1, 1977, and before July 1, 1979, may not exceed sixty thousand dollars (\$60,000) in any case;

(4) on and after July 1, 1979, and before July 1, 1980, may not exceed sixty-five thousand dollars (\$65,000) in any case;

(5) on and after July 1, 1980, and before July 1, 1983, may not exceed seventy thousand dollars (\$70,000) in any case;

(6) on and after July 1, 1983, and before July 1, 1984, may not exceed seventy-eight thousand dollars (\$78,000) in any case; and

(7) on and after July 1, 1984, and before July 1, 1985, may not exceed eighty-three thousand dollars (\$83,000) in any case.

(m) The maximum compensation with respect to disability or death occurring on and after July 1, 1985, and before July 1, 1986, which shall be paid for occupational disease and the results thereof under the provisions of this chapter or under any combination of its provisions may not exceed eighty-nine thousand dollars (\$89,000) in any case. The maximum compensation with respect to disability or death occurring on and after July 1, 1986, and before July 1, 1988, which shall be paid for occupational disease and the results thereof under the provisions of this chapter or under any combination of its provisions may not exceed ninety-five thousand dollars (\$95,000) in any case. The maximum compensation with respect to disability or death occurring on and after July 1, 1988, and before July 1, 1989, that shall be paid for occupational disease and the results thereof under this

chapter or under any combination of its provisions may not exceed one hundred twenty-eight thousand dollars (\$128,000) in any case.

(n) The maximum compensation with respect to disability or death occurring on and after July 1, 1989, and before July 1, 1990, that shall be paid for occupational disease and the results thereof under this chapter or under any combination of its provisions may not exceed one hundred thirty-seven thousand dollars (\$137,000) in any case.

(o) The maximum compensation with respect to disability or death occurring on and after July 1, 1990, and before July 1, 1991, that shall be paid for occupational disease and the results thereof under this chapter or under any combination of its provisions may not exceed one hundred forty-seven thousand dollars (\$147,000) in any case.

(p) The maximum compensation with respect to disability or death occurring on and after July 1, 1991, and before July 1, 1992, that shall be paid for occupational disease and the results thereof under this chapter or under any combination of the provisions of this chapter may not exceed one hundred sixty-four thousand dollars (\$164,000) in any case.

(q) The maximum compensation with respect to disability or death occurring on and after July 1, 1992, and before July 1, 1993, that shall be paid for occupational disease and the results thereof under this chapter or under any combination of the provisions of this chapter may not exceed one hundred eighty thousand dollars (\$180,000) in any case.

(r) The maximum compensation with respect to disability or death occurring on and after July 1, 1993, and before July 1, 1994, that shall be paid for occupational disease and the results thereof under this chapter or under any combination of the provisions of this chapter may not exceed one hundred ninety-seven thousand dollars (\$197,000) in any case.

(s) The maximum compensation with respect to disability or death occurring on and after July 1, 1994, and before July 1, 1997, that shall be paid for occupational disease and the results thereof under this chapter or under any combination of the provisions of this chapter may not exceed two hundred fourteen thousand dollars (\$214,000) in any case.

(t) The maximum compensation that shall be paid for occupational disease and the results of an occupational disease under this chapter or under any combination of the provisions of this chapter may not exceed the following amounts in any case:

(1) With respect to disability or death occurring on and after July 1, 1997, and before July 1, 1998, two hundred twenty-four thousand dollars (\$224,000).

(2) With respect to disability or death occurring on and after July 1, 1998, and before July 1, 1999, two hundred thirty-four thousand dollars (\$234,000).

(3) With respect to disability or death occurring on and after July 1, 1999, and before July 1, 2000, two hundred forty-four thousand dollars (\$244,000).

(4) With respect to disability or death occurring on and after July 1, 2000, **and before July 1, 2001**, two hundred fifty-four

1 thousand dollars (\$254,000).

2 **(5) With respect to disability or death occurring on and after**
 3 **July 1, 2001, and before July 1, 2002, two hundred sixty-nine**
 4 **thousand dollars (\$269,000).**

5 **(6) With respect to disability or death occurring on and after**
 6 **July 1, 2002, two hundred eighty thousand dollars**
 7 **(\$280,000).**

8 (u) For all disabilities occurring before July 1, 1985, "average
 9 weekly wages" shall mean the earnings of the injured employee in the
 10 employment in which the employee was working at the time of the last
 11 exposure during the period of fifty-two (52) weeks immediately
 12 preceding the last day of the last exposure divided by fifty-two (52). If
 13 the employee lost seven (7) or more calendar days during the period,
 14 although not in the same week, then the earnings for the remainder of
 15 the fifty-two (52) weeks shall be divided by the number of weeks and
 16 parts thereof remaining after the time lost has been deducted. Where
 17 the employment prior to the last day of the last exposure extended over
 18 a period of less than fifty-two (52) weeks, the method of dividing the
 19 earnings during that period by the number of weeks and parts thereof
 20 during which the employee earned wages shall be followed if results
 21 just and fair to both parties will be obtained. Where by reason of the
 22 shortness of the time during which the employee has been in the
 23 employment of the employer or of the casual nature or terms of the
 24 employment it is impracticable to compute the average weekly wages
 25 as above defined, regard shall be had to the average weekly amount
 26 which, during the fifty-two (52) weeks previous to the last day of the
 27 last exposure, was being earned by a person in the same grade
 28 employed at the same work by the same employer, or if there is no
 29 person so employed, by a person in the same grade employed in that
 30 same class of employment in the same district. Whenever allowances
 31 of any character are made to an employee in lieu of wages or a
 32 specified part of the wage contract, they shall be deemed a part of the
 33 employee's earnings.

34 (v) For all disabilities occurring on and after July 1, 1985,
 35 "average weekly wages" means the earnings of the injured employee
 36 during the period of fifty-two (52) weeks immediately preceding the
 37 disability divided by fifty-two (52). If the employee lost seven (7) or
 38 more calendar days during the period, although not in the same week,
 39 then the earnings for the remainder of the fifty-two (52) weeks shall be
 40 divided by the number of weeks and parts of weeks remaining after the
 41 time lost has been deducted. If employment before the date of disability
 42 extended over a period of less than fifty-two (52) weeks, the method of
 43 dividing the earnings during that period by the number of weeks and
 44 parts of weeks during which the employee earned wages shall be
 45 followed if results just and fair to both parties will be obtained. If by
 46 reason of the shortness of the time during which the employee has been
 47 in the employment of the employer or of the casual nature or terms of
 48 the employment it is impracticable to compute the average weekly
 49 wages for the employee, the employee's average weekly wages shall be

1 considered to be the average weekly amount that, during the fifty-two
 2 (52) weeks before the date of disability, was being earned by a person
 3 in the same grade employed at the same work by the same employer or,
 4 if there is no person so employed, by a person in the same grade
 5 employed in that same class of employment in the same district.
 6 Whenever allowances of any character are made to an employee
 7 instead of wages or a specified part of the wage contract, they shall be
 8 considered a part of the employee's earnings.

9 (w) The provisions of this article may not be construed to result in
 10 an award of benefits in which the number of weeks paid or to be paid
 11 for temporary total disability, temporary partial disability, or permanent
 12 total disability benefits combined exceeds five hundred (500) weeks.
 13 This section shall not be construed to prevent a person from applying
 14 for an award under IC 22-3-3-13. However, in case of permanent total
 15 disability resulting from a disablement occurring on or after January 1,
 16 1998, the minimum total benefit shall not be less than seventy-five
 17 thousand dollars (\$75,000).

18 SECTION 11. IC 22-3-7-20 IS AMENDED TO READ AS
 19 FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 20. (a) After
 20 disablement and during the period of claimed resulting disability or
 21 impairment, the employee, if so requested by the employee's employer
 22 or ordered by the worker's compensation board, shall submit to an
 23 examination at reasonable times and places by a duly qualified
 24 physician or surgeon designated and paid by the employer or by order
 25 of the board. The employee shall have the right to have present at any
 26 such examination any duly qualified physician or surgeon provided and
 27 paid for by the employee. No fact communicated to or otherwise
 28 learned by any physician or surgeon who may have attended or
 29 examined the employee, or who may have been present at any
 30 examination, shall be privileged either in the hearings provided for in
 31 this chapter, or in any action at law brought to recover damages against
 32 any employer who is subject to the compensation provisions of this
 33 chapter. If the employee refuses to submit to, or in any way obstructs
 34 the examinations, the employee's right to compensation and right to
 35 take or prosecute any proceedings under this chapter shall be
 36 suspended until the refusal or obstruction ceases. No compensation
 37 shall at any time be payable for the period of suspension unless in the
 38 opinion of the board, the circumstances justified the refusal or
 39 obstruction. The employee must be served with a notice setting forth
 40 the consequences of the refusal under this subsection. The notice must
 41 be in a form prescribed by the worker's compensation board.

42 (b) Any employer requesting an examination of any employee
 43 residing within Indiana shall pay, in advance of the time fixed for the
 44 examination, sufficient money to defray the necessary expenses of
 45 travel by the most convenient means to and from the place of
 46 examination, and the cost of meals and lodging necessary during the
 47 travel. If the method of travel is by automobile, the mileage rate to be
 48 paid by the employer shall be the rate as is then currently being paid by
 49 the state to its employees under the state travel policies and procedures
 50 established by the department of administration and approved by the

1 state budget agency. If the examination or travel to or from the place of
 2 examination causes any loss of working time on the part of the
 3 employee, the employer shall reimburse the employee for the loss of
 4 wages upon the basis of such employee's average daily wage.

5 (c) When any employee injured in Indiana moves outside Indiana,
 6 the travel expense and the cost of meals and lodging necessary during
 7 the travel, payable under this section, shall be paid from the point in
 8 Indiana nearest to the employee's then residence to the place of
 9 examination. No travel and other expense shall be paid for any travel
 10 and other expense required outside Indiana.

11 (d) A duly qualified physician or surgeon provided and paid for by
 12 the employee may be present at an examination, if the employee so
 13 desires. In all cases, where the examination is made by a physician or
 14 surgeon engaged by the employer and the disabled or injured employee
 15 has no physician or surgeon present at the examination, it shall be the
 16 duty of the physician or surgeon making the examination to deliver to
 17 the injured employee, or the employee's representative, a statement in
 18 writing of the conditions evidenced by such examination. The
 19 statement shall disclose all facts that are reported by the physician or
 20 surgeon to the employer. This statement shall be furnished to the
 21 employee or the employee's representative as soon as practicable, but
 22 not later than thirty (30) days before the time the case is set for hearing.
 23 The statement may be submitted by either party as evidence by that
 24 physician or surgeon at a hearing before the worker's compensation
 25 board if the statement meets the requirements of subsection ~~(f)~~ (g). If
 26 the physician or surgeon fails or refuses to furnish the employee or the
 27 employee's representative with such statement thirty (30) days before
 28 the hearing, then the statement may not be submitted as evidence, and
 29 the physician shall not be permitted to testify before the worker's
 30 compensation board as to any facts learned in the examination. All of
 31 the requirements of this subsection apply to all subsequent
 32 examinations requested by the employer.

33 **(e) No representative of the employer or insurance carrier,**
 34 **including case managers or rehabilitation nurses, may be present**
 35 **at any examination of an employee with an occupational disease**
 36 **without the express written consent of the employee and the**
 37 **treating medical personnel. At the time of any medical examination**
 38 **that a representative of the employer wishes to attend, the**
 39 **representative of the employer shall inform the employee with an**
 40 **occupational disease and treating medical personnel that their**
 41 **written consent is required before the attendance of the employer's**
 42 **representative. The employee's compensation and benefits may not**
 43 **be jeopardized in any way due to the employer's failure or refusal**
 44 **to complete a written waiver allowing the attendance of the**
 45 **employer's representative. The employer's representative may not**
 46 **in any way cause the employee to believe that the employee's**
 47 **compensation and benefits will be terminated if the employee fails**
 48 **or refuses to complete a written waiver allowing the attendance of**
 49 **the employer's representative. The written waivers shall be**
 50 **executed on forms prescribed by the board.**

1 ~~(e)~~ **(f)** In all cases where an examination of an employee is made
 2 by a physician or surgeon engaged by the employee, and the employer
 3 has no physician or surgeon present at such examination, it shall be the
 4 duty of the physician or surgeon making the examination to deliver to
 5 the employer or the employer's representative a statement in writing of
 6 the conditions evidenced by such examination. The statement shall
 7 disclose all the facts that are reported by such physician or surgeon to
 8 the employee. The statement shall be furnished to the employer or the
 9 employer's representative as soon as practicable, but not later than
 10 thirty (30) days before the time the case is set for hearing. The
 11 statement may be submitted by either party as evidence by that
 12 physician or surgeon at a hearing before the worker's compensation
 13 board if the statement meets the requirements of subsection ~~(f)~~ **(g)**. If
 14 the physician or surgeon fails or refuses to furnish the employer or the
 15 employer's representative with such statement thirty (30) days before
 16 the hearing, then the statement may not be submitted as evidence, and
 17 the physician or surgeon shall not be permitted to testify before the
 18 worker's compensation board as to any facts learned in such
 19 examination. All of the requirements of this subsection apply to all
 20 subsequent examinations made by a physician or surgeon engaged by
 21 the employee.

22 ~~(f)~~ **(g)** All statements of physicians or surgeons required by this
 23 section, whether those engaged by employee or employer, shall contain
 24 the following information:

25 (1) The history of the injury, or claimed injury, as given by the
 26 patient.

27 (2) The diagnosis of the physician or surgeon concerning the
 28 patient's physical or mental condition.

29 (3) The opinion of the physician or surgeon concerning the
 30 causal relationship, if any, between the injury and the patient's
 31 physical or mental condition, including the physician's or
 32 surgeon's reasons for the opinion.

33 (4) The opinion of the physician or surgeon concerning whether
 34 the injury or claimed injury resulted in a disability or impairment
 35 and, if so, the opinion of the physician or surgeon concerning the
 36 extent of the disability or impairment and the reasons for the
 37 opinion.

38 (5) The original signature of the physician or surgeon.

39 Notwithstanding any hearsay objection, the worker's compensation
 40 board shall admit into evidence a statement that meets the requirements
 41 of this subsection unless the statement is ruled inadmissible on other
 42 grounds.

43 ~~(g)~~ **(h)** Delivery of any statement required by this section may be
 44 made to the attorney or agent of the employer or employee and such an
 45 action shall be construed as delivery to the employer or employee.

46 ~~(h)~~ **(i)** Any party may object to a statement on the basis that the
 47 statement does not meet the requirements of subsection ~~(e)~~ **(f)**. The
 48 objecting party must give written notice to the party providing the
 49 statement and specify the basis for the objection. Notice of the

objection must be given no later than twenty (20) days before the hearing. Failure to object as provided in this subsection precludes any further objection as to the adequacy of the statement under subsection ~~(f)~~ (g).

~~(i)~~ (j) The employer upon proper application, or the worker's compensation board, shall have the right in any case of death to require an autopsy at the expense of the party requesting the same. If, after a hearing, the board orders an autopsy and the autopsy is refused by the surviving spouse or next of kin, in this event any claim for compensation on account of the death shall be suspended and abated during the refusal. The surviving spouse or dependent must be served with a notice setting forth the consequences of the refusal under this subsection. The notice must be in a form prescribed by the worker's compensation board. No autopsy, except one performed by or on the authority or order of the coroner in discharge of the coroner's duties, shall be held in any case by any person without notice first being given to the surviving spouse or next of kin, if they reside in Indiana or their whereabouts can reasonably be ascertained, of the time and place thereof, and reasonable time and opportunity shall be given such surviving spouse or next of kin to have a representative or representatives present to witness same. However, if such notice is not given, all evidence obtained by the autopsy shall be suspended on motion duly made to the board.

SECTION 12. IC 22-4-2-12 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 12. "Base period" means the ~~first four (4) of the last five (5)~~ **four (4)** completed calendar quarters immediately preceding the first day of an individual's benefit period. ~~Provided, However, That~~ for a claim computed in accordance with IC ~~1971~~, 22-4-22, the base period shall be the base period as outlined in the paying state's law.

SECTION 13. IC 22-4-4-3 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 3. (a) For calendar quarters beginning on and after April 1, 1979, and before April 1, 1984, "wage credits" means remuneration paid for employment by an employer to an individual. Wage credits may not exceed three thousand six hundred sixty-six dollars (\$3,666) and may not include payments specified in section 2(b) of this chapter.

(b) For calendar quarters beginning on and after April 1, 1984, and before April 1, 1985, "wage credits" means remuneration paid for employment by an employer to an individual. Wage credits may not exceed three thousand nine hundred twenty-six dollars (\$3,926) and may not include payments specified in section 2(b) of this chapter.

(c) For calendar quarters beginning on and after April 1, 1985, and before January 1, 1991, "wage credits" means remuneration paid for employment by an employer to an individual. Wage credits may not exceed four thousand one hundred eighty-six dollars (\$4,186) and may not include payments specified in section 2(b) of this chapter.

(d) For calendar quarters beginning on and after January 1, 1991, and before July 1, 1995, "wage credits" means remuneration paid for

employment by an employer to an individual. Wage credits may not exceed four thousand eight hundred ten dollars (\$4,810) and may not include payments specified in section 2(b) of this chapter.

(e) For calendar quarters beginning on and after July 1, 1995, and before July 1, 1997, "wage credits" means remuneration paid for employment by an employer to an individual and remuneration received as tips or gratuities in accordance with Sections 3301 and 3102 et seq. of the Internal Revenue Code. Wage credits may not exceed five thousand dollars (\$5,000) and may not include payments specified in section 2(b) of this chapter.

(f) For calendar quarters beginning on and after July 1, 1997, and before July 1, 1998, "wage credits" means remuneration paid for employment by an employer to an individual and remuneration received as tips or gratuities in accordance with Sections 3301 and 3102 et seq. of the Internal Revenue Code. Wage credits may not exceed five thousand four hundred dollars (\$5,400) and may not include payments specified in section 2(b) of this chapter.

(g) For calendar quarters beginning on and after July 1, 1998, and before July 1, 1999, "wage credits" means remuneration paid for employment by an employer to an individual and remuneration received as tips or gratuities in accordance with Sections 3301 and 3102 et seq. of the Internal Revenue Code. Wage credits may not exceed five thousand six hundred dollars (\$5,600) and may not include payments that are excluded from the definition of wages under section 2(b) of this chapter.

(h) For calendar quarters beginning on and after July 1, 1999, **and before July 1, 2000**, "wage credits" means remuneration paid for employment by an employer to an individual and remuneration received as tips or gratuities in accordance with Sections 3301 and 3102 et seq. of the Internal Revenue Code. Wage credits may not exceed five thousand eight hundred dollars (\$5,800) and may not include payments that are excluded from the definition of wages under section 2(b) of this chapter.

(i) For calendar quarters beginning on and after July 1, 2000, "wage credits" means remuneration paid for employment by an employer to an individual and remuneration received as tips or gratuities in accordance with Sections 3301 and 3102 et seq. of the Internal Revenue Code. Wage credits may not include payments that are excluded from the definition of wages under section 2(b) of this chapter and may not exceed the following:

(1) Seven thousand two hundred dollars (\$7,200) in a calendar quarter beginning on and after July 1, 2000.

(2) Eight thousand six hundred dollars (\$8,600) in a calendar quarter beginning on and after July 1, 2001.

(3) Ten thousand dollars (\$10,000) in a calendar quarter beginning on and after July 1, 2002.

SECTION 14. IC 22-4-12-4 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 4. (a) Benefits shall be computed upon the basis of wage credits of an individual in his base period. Wage credits shall be reported by the employer and credited to

the individual in the manner prescribed by the board. With respect to initial claims filed for any week beginning on and after July 4, 1959, and before July 7, 1991, the maximum total amount of benefits payable to any eligible individual during any benefit period shall not exceed twenty-six (26) times his weekly benefit, or twenty-five percent (25%) of his wage credits with respect to his base period, whichever is the lesser.

(b) With respect to initial claims filed for any week beginning on and after July 7, 1991, **and before July 1, 1999**, the maximum total amount of benefits payable to any eligible individual during any benefit period shall not exceed twenty-six (26) times the individual's weekly benefit, or twenty-eight percent (28%) of the individual's wage credits with respect to the individual's base period, whichever is less. If such maximum total amount of benefits is not a multiple of one dollar (\$1), it shall be computed to the next lower multiple of one dollar (\$1).

(c) With respect to initial claims filed for any week beginning on and after July 1, 1999, the maximum total amount of benefits payable to any eligible individual during any benefit period shall not exceed twenty-six (26) times the individual's weekly benefit, or thirty-two percent (32%) of the individual's wage credits with respect to the individual's base period, whichever is less. If the maximum total amount of benefits is not a multiple of one dollar (\$1), it shall be computed to the next lower multiple of one dollar (\$1).

~~(b)~~ (d) The total extended benefit amount payable to any eligible individual with respect to his applicable benefit period shall be fifty percent (50%) of the total amount of regular benefits (including dependents' allowances) which were payable to him under this article in the applicable benefit year, or thirteen (13) times the weekly benefit amount (including dependents' allowances) which was payable to him under this article for a week of total unemployment in the applicable benefit year, whichever is the lesser amount.

~~(c)~~ (e) This subsection applies to individuals who file a disaster unemployment claim or a state unemployment insurance claim after June 1, 1990, and before June 2, 1991, or during another time specified in another state statute. An individual is entitled to thirteen (13) weeks of additional benefits, as originally determined, if:

(1) the individual has established:

(A) a disaster unemployment claim under the Stafford Disaster Relief and Emergency Assistance Act; or

(B) a state unemployment insurance claim as a direct result of a major disaster;

(2) all regular benefits and all disaster unemployment assistance benefits:

(A) have been exhausted by the individual; or

(B) are no longer payable to the individual due to the expiration of the disaster assistance period; and

(3) the individual remains unemployed as a direct result of the disaster.

SECTION 15. IC 22-4-14-5 IS AMENDED TO READ AS

1 FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 5. (a) As further
 2 conditions precedent to the payment of benefits to an individual with
 3 respect to benefit periods established on and after July 6, 1980, and
 4 before July 7, 1985:

5 (1) the individual must have established, after the last day of his
 6 last base period, if any, wage credits (as defined in IC 22-4-4-3)
 7 and within the meaning of IC 22-4-22-3 equal to at least one and
 8 one-quarter (1.25) times the wages paid to him in the calendar
 9 quarter in which his wages were highest; and

10 (2) the individual must have established wage credits in the last
 11 two (2) calendar quarters of his base period in a total amount of
 12 not less than nine hundred dollars (\$900) and an aggregate
 13 amount in the four (4) calendar quarters of his base period of not
 14 less than one thousand five hundred dollars (\$1,500).

15 (b) As further conditions precedent to the payment of benefits to
 16 an individual with respect to benefit periods established on and after
 17 July 7, 1985, and before January 1, 1992:

18 (1) the individual must have established, after the last day of the
 19 individual's last base period, if any, wage credits (as defined in
 20 IC 22-4-4-3 and within the meaning of IC 22-4-22-3) equal to at
 21 least one and one-half (1.5) times the wages paid to the
 22 individual in the calendar quarter in which the individual's wages
 23 were highest; and

24 (2) the individual must have established wage credits in the last
 25 two (2) calendar quarters of the individual's base period in a total
 26 amount of not less than one thousand five hundred dollars
 27 (\$1,500) and an aggregate amount in the four (4) calendar
 28 quarters of the individual's base period of not less than two
 29 thousand five hundred dollars (\$2,500).

30 (c) As further conditions precedent to the payment of benefits to
 31 an individual with respect to benefit periods established on and after
 32 January 1, 1992, and before July 1, 1995:

33 (1) the individual must have established, after the last day of the
 34 individual's last base period, if any, wage credits (as defined in
 35 IC 22-4-4-3 and within the meaning of IC 22-4-22-3) equal to at
 36 least one and one-quarter (1.25) times the wages paid to the
 37 individual in the calendar quarter in which the individual's wages
 38 were highest; and

39 (2) the individual must have established wage credits in the last
 40 two (2) calendar quarters of the individual's base period in a total
 41 amount of not less than one thousand five hundred dollars
 42 (\$1,500) and an aggregate in the four (4) calendar quarters of the
 43 individual's base period of not less than two thousand five
 44 hundred dollars (\$2,500).

45 (d) As further conditions precedent to the payment of benefits to
 46 an individual with respect to benefit periods established on and after
 47 July 1, 1995, **and before July 1, 1999:**

48 (1) the individual must have established, after the last day of the
 49 individual's last base period, if any, wage credits (as defined in
 50 IC 22-4-4-3 and within the meaning of IC 22-4-22-3) equal to at

1 least one and one-quarter (1.25) times the wages paid to the
 2 individual in the calendar quarter in which the individual's wages
 3 were highest; and

4 (2) the individual must have established wage credits in the last
 5 two (2) calendar quarters of the individual's base period in a total
 6 amount of not less than one thousand six hundred fifty dollars
 7 (\$1,650) and an aggregate in the four (4) calendar quarters of the
 8 individual's base period of not less than two thousand seven
 9 hundred fifty dollars (\$2,750).

10 **(e) As further conditions precedent to the payment of benefits**
 11 **to an individual with respect to benefit periods established on and**
 12 **after July 1, 1999:**

13 **(1) the individual must have established, after the last day of**
 14 **the individual's last base period, if any, wage credits (as**
 15 **defined in IC 22-4-4-3 and within the meaning of**
 16 **IC 22-4-22-3) equal to at least one and one-quarter (1.25)**
 17 **times the wages paid to the individual in the calendar**
 18 **quarter in which the individual's wages were highest; and**

19 **(2) the individual must have established wage credits in an**
 20 **aggregate in the four (4) calendar quarters of the**
 21 **individual's base period of not less than two thousand dollars**
 22 **(\$2,000).**

23 ~~(e)~~ **(f)** As a further condition precedent to the payment of benefits
 24 to an individual with respect to a benefit year established on and after
 25 July 1, 1995, an insured worker may not receive benefits in a benefit
 26 year unless after the beginning of the immediately preceding benefit
 27 year during which the individual received benefits, the individual
 28 performed insured work and earned wages in employment under
 29 IC 22-4-8 in an amount not less than the individual's weekly benefit
 30 amount established for the individual in the preceding benefit year in
 31 each of eight (8) weeks.

32 SECTION 16. IC 22-4-15-1 IS AMENDED TO READ AS
 33 FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 1. (a) With respect to
 34 benefit periods established on and after July 6, 1980, an individual who
 35 has voluntarily left his employment without good cause in connection
 36 with the work or who was discharged from his employment for just
 37 cause is ineligible for ~~waiting period~~ or benefit rights for the week in
 38 which the disqualifying separation occurred and until he has earned
 39 remuneration in employment equal to or exceeding the weekly benefit
 40 amount of his claim in each of eight (8) weeks. If the qualification
 41 amount has not been earned at the expiration of an individual's benefit
 42 period, the unearned amount shall be carried forward to an extended
 43 benefit period or to the benefit period of a subsequent claim.

44 (b) ~~When it has been determined that an individual has been~~
 45 ~~separated from employment under disqualifying conditions as outlined~~
 46 ~~in this section, the maximum benefit amount of his current claim, as~~
 47 ~~initially determined, shall be reduced by twenty-five percent (25%). If~~
 48 ~~twenty-five percent (25%) of the maximum benefit amount is not an~~
 49 ~~even dollar amount, the amount of such reduction will be raised to the~~
 50 ~~next higher even dollar amount. When twenty-five percent (25%) of the~~

1 ~~maximum benefit amount, as initially determined, exceeds the unpaid~~
 2 ~~balance remaining in the claim; such reduction will be limited to the~~
 3 ~~unpaid balance.~~

4 (e) The disqualifications provided in this section shall be subject
 5 to the following modifications:

6 (1) An individual shall not be subject to disqualification because
 7 of separation from his prior employment if:

8 (A) he left to accept with another employer previously
 9 secured permanent full-time work which offered reasonable
 10 expectation of betterment of wages or working conditions
 11 and thereafter was employed on said job for not less than
 12 ten (10) weeks;

13 (B) having been simultaneously employed by two (2)
 14 employers, he leaves one (1) such employer voluntarily
 15 without good cause in connection with the work but remains
 16 in employment with the second employer with a reasonable
 17 expectation of continued employment; or

18 (C) he left to accept recall made by a base-period employer.

19 (2) An individual whose unemployment is the result of medically
 20 substantiated physical disability and who is involuntarily
 21 unemployed after having made reasonable efforts to maintain the
 22 employment relationship shall not be subject to disqualification
 23 under this section for such separation.

24 (3) An individual who left work to enter the armed forces of the
 25 United States shall not be subject to disqualification under this
 26 section for such leaving of work.

27 (4) An individual whose employment is terminated under the
 28 compulsory retirement provision of a collective bargaining
 29 agreement to which the employer is a party, or under any other
 30 plan, system, or program, public or private, providing for
 31 compulsory retirement and who is otherwise eligible shall not be
 32 deemed to have left his work voluntarily without good cause in
 33 connection with the work. However, if such individual
 34 subsequently becomes reemployed and thereafter voluntarily
 35 leaves work without good cause in connection with the work, he
 36 shall be deemed ineligible as outlined in this section.

37 (5) An otherwise eligible individual shall not be denied benefits
 38 for any week because he is in training approved under Section
 39 236(a)(1) of the Trade Act of 1974, nor shall the individual be
 40 denied benefits by reason of leaving work to enter such training,
 41 provided the work left is not suitable employment, or because of
 42 the application to any week in training of provisions in this law
 43 (or any applicable federal unemployment compensation law),
 44 relating to availability for work, active search for work, or
 45 refusal to accept work. For purposes of this subdivision, the term
 46 "suitable employment" means with respect to an individual, work
 47 of a substantially equal or higher skill level than the individual's
 48 past adversely affected employment (as defined for purposes of
 49 the Trade Act of 1974), and wages for such work at not less than
 50 eighty percent (80%) of the individual's average weekly wage as

determined for the purposes of the Trade Act of 1974.

(6) An individual is not subject to disqualification because of separation from the individual's prior employment if:

(A) the prior employment was outside the individual's labor market;

(B) the individual left to accept previously secured full-time work with an employer in the individual's labor market; and

(C) the individual actually became employed with the employer in the individual's labor market.

(7) An individual who, but for the voluntary separation to move to another labor market to join a spouse who had moved to that labor market, shall not be disqualified for that voluntary separation, if the individual is otherwise eligible for benefits. Benefits paid to the spouse whose eligibility is established under this subdivision shall not be charged against the employer from whom the spouse voluntarily separated.

As used in this subsection, "labor market" means the area surrounding an individual's permanent residence, outside which the individual cannot reasonably commute on a daily basis. In determining whether an individual can reasonably commute under this subdivision, the department shall consider the nature of the individual's job.

~~(d)~~ (c) "Discharge for just cause" as used in this section is defined to include but not be limited to:

(1) separation initiated by an employer for falsification of an employment application to obtain employment through subterfuge;

(2) knowing violation of a reasonable and uniformly enforced rule of an employer;

(3) unsatisfactory attendance, if the individual cannot show good cause for absences or tardiness;

(4) damaging the employer's property through willful negligence;

(5) refusing to obey instructions;

(6) reporting to work under the influence of alcohol or drugs or consuming alcohol or drugs on employer's premises during working hours;

(7) conduct endangering safety of self or coworkers; or

(8) incarceration in jail following conviction of a misdemeanor or felony by a court of competent jurisdiction or for any breach of duty in connection with work which is reasonably owed an employer by an employee."

Renumber all SECTIONS consecutively.

(Reference is to EHB 1899 as printed March 26, 1999.)

Senator HUME